

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

**AGENDA DATE:** December 13, 2022  
**PUBLIC HEARING DATE:** December 13, 2022

**CONTACT PERSON NAME AND PHONE NUMBER:** Jonathan Killings, Interim Fire Chief, (915) 493-5609

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 2. Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.3. Increase Public Safety Operational Efficiency

**SUBJECT:**

That the Mayor be authorized to sign the first amendment to the inter-local UMC Mobile Stroke Unit/CLA agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") to establish timely notifications and change the maximum annually staffing fee amount that UMC will pay the city for staffing of the Mobile Stroke Unit ("MSU") from not to exceed \$100,000.00 to not to exceed \$70,000.00 annually for the EMT-Paramedic and not to exceed \$60,000.00 annually for the EMT-Basic, and in return the City through the El Paso Fire Department will provide an adequate pool of EMT-Paramedics and EMT-Basic to collectively staff through the MSU service periods.

**BACKGROUND / DISCUSSION:**

The initial agreement does not provide timely notification for data request, changes in hours of operation, protocols, or submission of invoices. The City by and through the El Paso Fire Department only provided an EMT-Paramedic to assure that the MSU is staffed through MSU service period to provide appropriate medical services. The adequate staffing of an ambulance unit requires an EMT-Basic and EMT-Paramedic. The amendment is for the City to provide an EMT-Paramedic and an EMT-Basic, and in return UMC will compensate the City a staffing fee for the EMT-Paramedic not to exceed \$70,000.00 and for the EMT-Basic not to exceed \$60,000.00 annually.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?** Yes, UMC Contract No. 20-1006-1296/PL#10790v.521-8548

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** El Paso Fire Department

**SECONDARY DEPARTMENT:** All City

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

**DEPARTMENT HEAD:**

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**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an Amendment to an Interlocal Agreement by and between the City of El Paso (“City”) and the El Paso County Hospital District d/b/a University Medical Center (“UMC”) to establish timely notification and change the maximum annual staffing fee amount that UMC will allocate to the City for staffing of the Mobile Stroke Unit (“MSU”) not to exceed \$70,000.00 annually for the EMT-Paramedic and not to exceed \$60,000.00 annually for EMT-Basic, and in return, the City, through the El Paso Fire Department will provide an adequate pool of EMT-Paramedics and EMT-Basic to staff the MSU throughout the applicable service periods.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF EL PASO**

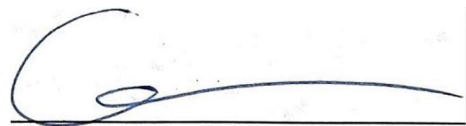
\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**



Carlos Armendariz  
Assistant City Attorney



Jonathan Killings  
Interim Fire Chief

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
FOR OPERATION OF A MOBILE STROKE UNIT  
BETWEEN THE  
EL PASO COUNTY HOSPITAL DISTRICT D/B/A  
UNIVERSITY MEDICAL CENTER OF EL PASO  
AND  
THE CITY OF EL PASO, TEXAS**

This Amendment is made to the Agreement previously executed by and between the El Paso County Hospital District d/b/a University Medical Center of El Paso (“UMC”) and the City of El Paso, Texas (“City”) on May 25, 2021, and becomes effective on December 1, 2022.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the Agreement previously beginning on May 25, 2021 as follows:

A. The underlined language is added to Section 1.D. as follows:

“D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols (to include general orders) or procedures no less than five (5) business days prior to implementation of same.”

B. Subsection “F” is hereby added to Section 1 as follows:

“F. The Parties agree that data regarding the MSU will come from UMC as the record keeper and can be provided within ten (10) business days of written request. EPFD associates will document as requested by UMC.”

C. The underlined language is added to Attachment “A”, Section A.1. as follows:

“1. The City agrees to provide staff as described in this Attachment “A”, under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement. UMC will provide thirty (30) days’ notice to City if hours of operation will be extended or adjusted.”

D. The underlined language is added to Attachment “A”, Section A.2. as follows:

“2. The City, by and through the El Paso Fire Department (“EPFD”) will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic and one EMT-Basic (collectively, the “EMTs”) throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic

training and license requirements and to drive the MSU during the service periods. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number.”

- E. Language in Attachment “A”, Section A.3. is hereby stricken and replaced with the underlined language as follows:

“3. The City will communicate to its EMTs assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT uniform while on duty on the MSU.”

- F. Language in Attachment “A”, Section A.4. is hereby stricken and replaced with the underlined language as follows:

“4. The City will communicate to its EMTs assigned to staff and drive the MSU that said EMTs will supply any equipment normally supplied by the City to City EMTs in the performance of their duties.”

- G. Language in Attachment “B”, Section A.4. is hereby stricken and replaced with the underlined language as follows:

“4. UMC will provide all equipment and supplies not normally supplied by the City to City EMTs for the function of the MSU.”

- H. The underlined language is added to Attachment “C”, Section A. as follows:

“A. UMC will pay City the following amount for staffing of the MSU:

1. \$31.50 per hour worked for the EMT-Paramedic, as a staffing fee (“Staffing Fee”) which shall not exceed \$70,000.00 annually.
2. \$27.50 per hour worked for the EMT-Basic, as a staffing fee which will not exceed \$60,000 annually.”

- I. The underlined language is added to Attachment “C”, Section C.1. as follows:

“1. The City shall request payment from UMC via invoice to UMC’s Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement. The City shall submit invoices within forty-five (45) days of month’s end.”

All other terms and conditions not amended herein to remain in full force and effect.

Signature page for the City of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

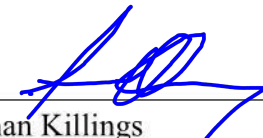
\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



Carlos L. Armendariz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jonathan Killings  
Interim Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

**UNIVERSITY MEDICAL CENTER OF  
EL PASO**



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R. Jacob Cintron, President/CEO

**APPROVED AS TO FORM:**



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**Ryan Kerr, Attorney**

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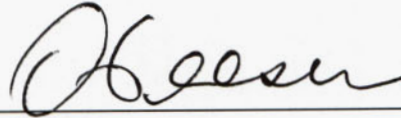
**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and our Communities of Excellence partner, the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$100,000.00 annually for the City's staffing services and a separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for an initial term of two (2) years beginning on June 1, 2021, subject to three one (1) year renewals.

PASSED and APPROVED this 25<sup>th</sup> day of May, 2021.

**CITY OF EL PASO**



Oscar Leeser  
Mayor

**ATTEST:**



Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



Josette Flores  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**



Mario M. D'Agostino, Fire Chief  
El Paso Fire Department



THE STATE OF TEXAS

§

INTERLOCAL AGREEMENT

§

COUNTY OF EL PASO

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BETWEEN THE CITY OF EL PASO, TEXAS AND THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO FOR THE OPERATION OF A MOBILE STROKE UNIT

This Interlocal Agreement (“**Agreement**”) is made this 25<sup>th</sup> day of May, 2021 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**City**”), and the El Paso County Hospital District D/B/A University Medical Center of El Paso, a political subdivision 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 for the provision of governmental functions and services; and

**WHEREAS**, the City and UMC are authorized to enter into this Agreement pursuant to said Interlocal Cooperation Act for purposes of providing governmental services for the advancement of public health and welfare; and

**WHEREAS**, the City’s Fire Department staffs, manages and maintains the City’s ambulance fleet, and is ready and capable of providing ambulance services to the local community; and

**WHEREAS**, UMC owns and operates a Mobile Stroke Unit (“**MSU**”) and seeks to offer specialized ambulance services with that MSU to the local community; and

**WHEREAS**, City and UMC may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”, and

**WHEREAS**, under the terms of this Agreement, the Parties are engaging in a governmental function by facilitating emergency medical services for the benefit of the residents of El Paso, Texas.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**SECTION 1. PURPOSE.**

- A. The City will provide emergency services personnel and MSU maintenance services to UMC in accordance with the provisions detailed in **Attachment “A”** (“**Work**”).

- B. UMC will respond to possible stroke emergency incidents upon the request of the Fire Chief or his designee, and will perform the services detailed in **Attachment "B"** ("Mobile Stroke Unit").
- C. UMC will pay the City for the City's emergency service personnel who drive and work on the MSU, and City personnel who provide labor on the MSU, plus parts and supplies for routine maintenance costs for the MSU in accordance with the provisions set out in **Attachment "C"**.
- D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) business days prior to implementation of same.
- E. Attending to the Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified medical professional.

## **SECTION 2. TERM.**

- A. This Agreement will commence on the Effective Date and will be for a two (2) year term ("**Term**").
- B. Renewal Period. This Agreement may be renewed for one year a total of three (3) times if both Parties agree. If UMC intends to renew this Agreement, then it must send a notice of intent renew to the City at least ninety (90) calendar days before the Term or any renewal period of this Agreement expires.
- C. Notwithstanding Section 2, Paragraph B of this Agreement, prior to the expiration of the Term or any renewal period, the City Manager is authorized to grant a ninety (90) day extension of this Agreement under the same terms and conditions in effect at the time that UMC makes its written renewal, whether or not UMC timely submits its renewal request notice.
- D. UMC understands, agrees, and accepts that the City reserves its rights to require: a) that the terms, conditions, and provisions of this Agreement be modified upon UMC's request for renewal of the Agreement and b) that UMC submit additional information and documents as conditions for renewing this Agreement.

### **SECTION 3. UMC STATUS AS A HOSPITAL DISTRICT.**

- A. Hospital District and Assumed Name. UMC shall, forward to and maintain on file with the Fire Chief documentation showing UMC's status as a hospital district in the State of Texas and a written statement of any name by which it does business if different than the hospital district entity name within fifteen (15) business days of the grant of this Agreement, unless required to be performed at an earlier time by other legal provisions.
- B. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by UMC to the Fire Chief within thirty (30) calendar days of such changes.
- C. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by UMC and shall constitute grounds for termination of this Agreement by the City.

### **SECTION 4. 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.
- D. NEITHER PARTY IS AGREEING TO WAIVE IMMUNITY OR TO EXPAND ANY EXISTING WAIVER OF IMMUNITY, OF ANY KIND OR NATURE, FROM SUIT OR LIABILITY.

### **SECTION 5. INSURANCE.**

- A. UMC shall be required to obtain, and maintain in effect through the Term and any of the renewal periods of this Agreement, insurance coverage for motor vehicle liability and professional liability that meets the requirements set forth in Title 25, § 157, Texas Administrative Code.
- B. If UMC self-insures, it shall submit evidence of financial responsibility by self-insuring to the limit imposed by the tort claims provisions of the Texas Civil Practice and Remedies Code.
- C. If UMC obtains an insurance policy, it shall be written by an insurance company authorized to do business in Texas.

- D. City understands that UMC is a political subdivision of the State of Texas and is governed by the Texas Tort Claims Act ("TTCA"), Chapter 101, Civil Practice and Remedies Code. As such, City understands and agrees that UMC provides coverage to its medical professionals up to the limits on liability set forth in the TTCA: \$100,000.00 per individual and \$300,000.00 per single occurrence for bodily injury or death.
- E. UMC shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be grounds for termination of the Agreement.
- F. UMC shall forward to the Fire Chief a copy of each certificate of insurance issued or evidence of self-insurance within ten (10) business days after the execution of this Agreement and as such, policy or policies are modified, renewed, suspended or canceled.

#### **SECTION 6. 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 ninety (90) calendar days before termination.
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 ninety (90) calendar days to the non-terminating party to cure such failure. In the event the appropriate State agency suspends or revokes the required ambulance license, all activity under this Agreement shall cease until such time as said license has been reinstated by the State agency.

B. Upon termination of this Agreement for any reason, the MSU shall cease service until UMC enters into an ambulance franchise agreement with the City with regard to the MSU ambulance services. UMC shall not operate the MSU without city personnel unless UMC has a franchise agreement with the City.

**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. **DRIVER'S LICENSE REQUIRED.** Anyone driving the MSU must possess at all times a valid driver's license.
- C. **CURRENT REVENUES.** 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.
- D. **INDEPENDENT CONTRACTOR RELATIONSHIP.**
1. This Agreement does not create an employee-employer relationship between UMC and the City. As such, neither Party is subject to the liabilities or obligations obtained by the other under the performance of this Agreement.
  2. In carrying out the terms of this Agreement, UMC shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer, save any personnel contracted from the City under the terms of this Agreement that shall provide services to UMC as independent contractors.
- E. **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. Whenever this agreement shall set forth any time for an act to be performed by or on behalf of a Party, the time shall be deemed of the essence and any failure within the control of the Party to perform within the time allotted shall be sufficient ground for the possible termination of the Agreement pursuant to Section 6 of this Agreement.
- F. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received three (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:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Fire Chief P. O. Box 1890 El Paso, Texas 79950-1890
To UMC:	President & CEO University Medical Center of El Paso Attn: President & CEO 4815 Alameda Ave. El Paso, Texas 79901

#### G. CONFIDENTIALITY.

1. 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"). As City will have access to patient health information ("PHI"), the Parties agree to the Business Associate Agreement attached as **Attachment "D"** to this Agreement.
2. 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). In the event either party receives a request under the Texas Public Information Act for information the parties have agreed to be confidential either under this Agreement or otherwise excepted from disclosure under Chapter 552, Texas Government Code, the party shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that either Party may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that either Party, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that either Party, its officers and employees shall have no liability to the other Party for disclosure to the public in reliance on a decision by the Attorney General.

3. Customer Medical Records and Privacy. UMC shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, Texas Health and Safety Code, Section 773.001 *et. seq.*, and other applicable laws, as amended.

H. **GOVERNING LAW.** This Agreement is governed by Texas law.

I. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

J. **JUDICIAL RELIEF, COSTS AND ATTORNEY'S FEES.** In addition to all remedies provided in this Agreement, the City or UMC shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. Each Party shall pay its own costs and attorney's fees.

K. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

L. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

M. **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.

1. The MSU must comply fully with Texas Department of State Health Services requirements for Specialized Emergency Medical Service Vehicle, as amended.
2. Non-Discrimination. UMC shall not refuse mobile stroke ambulance transport service to any person or customer who requests the service for a lawful purpose and which UMC has the ability to render. UMC shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage.
3. Personnel and EEOC. The Parties shall strictly adhere to the equal employment opportunity requirements of federal and state statutes and local regulations, and laws related to nondiscrimination in effect at the time of the Effective Date and as amended.

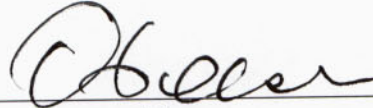
- N. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, 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.
- O. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and UMC, and UMC's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement.
- P. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- Q. **AMENDMENTS.** This Agreement may only be amended by written agreement signed by both Parties.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.



Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

**APPROVED this 25<sup>th</sup> day of May 2021.**

**CITY OF EL PASO**



Oscar Leeser, Mayor

**ATTEST:**



Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



Josette Flores  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**



Mario M. D'Agostino  
Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso , Interlocal Agreement between the City of El Paso and the the El Paso County Hospital District d/b/a University Medical Center of El Paso.

**UNIVERSITY MEDICAL CENTER OF  
EL PASO**



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R. Jacob Cintron, President/CEO

Reviewed by Legal Department:



Ryan Kerr, Attorney

## ATTACHMENT "A"

### OBLIGATIONS OF THE CITY

**A. The City's Staffing Services:** The City will provide the following staffing services for UMC pursuant to the following terms and conditions:

1. The City agrees to provide staff as described in this Attachment "A", under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement
2. The City, by and through the El Paso Fire Department ("EPFD") will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic training and license requirements and to drive the MSU during the service periods.
  - a. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number.
3. The City will communicate to its EMT-Paramedics assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT-Paramedic uniform while on duty on the MSU.
4. The City will communicate to its EMT-Paramedic assigned to staff and drive the MSU that said EMT-Paramedics will supply any equipment normally supplied by the City to City EMT-Paramedic in the performance of his duties.
5. The City will pay all payrolls, payroll taxes (including by not limited to Federal Social Security Taxes, Federal and State Unemployment Taxes and State Workers Compensation Taxes), insurance premiums, license fees, fingerprinting costs, outfitting expenses, and all other expenses of the City or City's employee in performing under this Agreement.
6. **Licensure/Certification/Registration:** The City shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the City. The City agrees to give written notice to UMC within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.

Evidence of such licensing, certification or registration, if applicable, shall be submitted to UMC upon request.

7. **Code of Conduct.** City staff shall conduct themselves in a professional manner and abide by all applicable laws and regulations while the MSU is in service.

**B. The City's MSU Maintenance Services:** The City will provide the following MSU maintenance services for UMC pursuant to the following terms and conditions:

1. Upon request from UMC, EPFD will provide solely preventative maintenance on the MSU, including but not limited to the changing of engine oil, transmission fluid and other fluids as necessary, air filters, oil filters, belts and other items which are routinely inspected, maintained or changed for preventative maintenance according to manufacture recommendations.
2. The City shall not perform MSU maintenance (meaning either labor or cost of materials or part necessary to perform maintenance) in excess of the annual dollar amount set forth in Attachment "C".
3. The City shall not perform any maintenance on the MSU's medical equipment.

**ATTACHMENT "B"**  
**OBLIGATIONS OF UMC**

**A. UMC's Obligations:** UMC will provide the Mobile Stroke Unit services in response to request of the Fire Chief or designee for possible stroke emergency incidents, pursuant to the following terms and conditions:

1. **Availability of Service.** UMC will offer the service at a minimum of forty (40) hours per week to the general public within the City of El Paso. This timeframe may be adjusted due to unit availability, i.e. maintenance, staffing and continuous education needs. The Parties will notify their personnel staffing the MSU that staff shall use their best efforts to schedule continuous education and maintenance at times that do not conflict with their MSU service. UMC shall notify the Fire Chief or designee when the unit becomes unavailable for service.
2. **MSU Equipment.** The MSU shall include the following equipment:
  - a. UMC shall equip the MSU with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800MHz trunked commercial radio system. UMC shall so equip each ambulance at its sole expense and such radios shall be used to coordinate emergency communications with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered with in the Service Area.
3. UMC shall bill and collect charges for services from the patient or responsible party at UMC's sole expense.
4. UMC will provide all equipment and supplies not normally supplied by the City to City EMT-Paramedic for the function of the MSU.

**B.** In exchange for the MSU maintenance services provided to UMC by the City, UMC agrees to pay to the City the price set forth in Attachment "C" for the City's labor and the cost of the materials and parts necessary to perform maintenance.

**C. Permits.** UMC shall obtain and maintain, at its own expense, all required permits and licenses necessary for the operation of UMC's service under applicable laws and the terms of this Agreement.

**D. Licensure/Certification/Registration:** UMC shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure

requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the MSU service offered to the public.

1. UMC shall give written notice to the City within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.
2. Evidence of such licensing, certification or registration, if applicable, shall be submitted to the City upon request.
3. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of UMC's required license(s) shall not constitute a reasonable basis for the cancellation, termination or revocation of this Agreement by the City of El Paso; instead, it will constitute a suspension of the MSU service until such time as the license suspension, revocation or non-renewal is resolved.

#### E. UMC STAFF

1. Uniforms. UMC's MSU staff shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by UMC shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department. UMC shall assure that its MSU personnel, when on the MSU or when on the scene of an emergency involving the MSU services, shall wear medical scrubs or other appropriate professional emergency medical attire (no cartoons or distracting images) and that they are prominently identified by the individual's last name and first initial of the first name, the certification of license level and the EMS Provider's name.
2. Representation as EMT. Neither UMC nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.
3. As a complement to the EMT-Paramedic provided by the City for MSU staffing purposes, UMC shall provide any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

F. Statement from Physician; Reportable Communicable Diseases. If an individual employed by either Party contracts a communicable disease which is required to be reported to

appropriate federal, state or local health authorities, the Party employing the individual shall immediately notify the other Party that the individual is unable to perform their duties and shall, prior to permitting the individual to resume his or her duties, submit to the other Party, a physician's statement that the individual has recovered from his or her illness and may resume providing care as permitted by those laws governing emergency medical personnel and communicable diseases.

## ATTACHMENT "C"

### CONSIDERATION

A. UMC will pay City the following amount for staffing of the MSU:

1. \$31.50 per hour worked, as a staffing fee ("Staffing Fee") which shall not exceed \$100,000.00 annually.

B. UMC will pay City the following amount for maintenance of the MSU:

1. \$65.00 per hour for City labor and the cost of materials and parts necessary to perform the maintenance, which shall not exceed \$7,200.00 annually.

C. Payment shall be provided to the City by UMC as follows:

1. The City shall request payment from UMC via invoice to UMC's Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement.
2. Payment in full shall be due to the City from UMC within forty-five (45) calendar days of receipt of an invoice from the City.



## ATTACHMENT "D"

- A. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that City offer assurances to UMC that the City will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:
1. Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.
    - a. Agreement shall refer to this document.
    - b. Business Associate means City.
    - c. HHS Privacy Regulations shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
    - d. Individual shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 160.103, as amended.
    - e. Information shall mean any "health information" provided and/or made available by UMC to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103, as amended.
    - f. Parties shall mean UMC and BUSINESS ASSOCIATE.
    - g. Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
    - h. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by UMC for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)
3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from UMC for the following stated purposes: to provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and UMC (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)
4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from UMC for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - a. The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of UMC. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. BUSINESS ASSOCIATE OBLIGATIONS:
  - a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by UMC shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

- b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to UMC within two (2) business days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. Subcontractors and Agents. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the UMC, amend or correct protected health information (PHI) in its possession or under its control.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504 (e)(2)(ii)(G)).

- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of UMC, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- j. Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to 45 C.F.R. 164.504(e)(2)(ii)(J)). Provisions of this subsection shall survive termination of this Agreement.
- k. Mitigation Procedures. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530 (f)).
- l. Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1))
- m. Subpart E of 45 C.F.R. Part 164, as amended. To the extent BUSINESS ASSOCIATE is to carry out one or more of UMC'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to UMC in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

- 8. Property Rights. The Information provided by UMC to the BUSINESS ASSOCIATE shall be and remain the property of UMC. BUSINESS ASSOCIATE agrees that it

acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

9. Modifications. UMC and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Part 164, of the Code of Federal Regulations, as amended.
10. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.