

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

DEPARTMENT: DEPARTMENT OF PUBLIC HEALTH

AGENDA DATE: October 10, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD (915) 710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A resolution that: That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and Texas Tech University Health Sciences Center at El Paso ("TTUHSC"), for the period of September 15, 2023 through September 14, 2025, under which TTUHSC will do the following for the City's Department of Public Health's clinical laboratories: (1) provide a CLIA qualified faculty member to serve as the medical director; (2) review and approve quality control procedures; (3) make final determinations concerning abnormalities in clinical laboratory procedures; and (4) make recommendations on clinical procedure manuals. The City will pay TTUHSC \$1,791.00 per month, for a maximum compensation not to exceed \$42,984.00 over the two-year term.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The city entered into an interlocal agreement with TTUHSC on September 15, 2021, and expired on September 14, 2023, and DPH is seeking to renew this interlocal agreement. The services provided by TTUHSC are necessary for the Department of Public Health Laboratory to continue operations. The laboratory belongs to a national network of laboratories that perform very specialized testing for the CDC as well as for our community. The laboratory requires a special certification called CLIA (Clinical Laboratory Improvement Amendments) to continue operations and the medical director is required to have specific credentials. TTUHSC has faculty that possess the knowledge and expertise to serve as the medical director. The compensation for the services will not change from previous interlocal agreement.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council Approved previous interlocal agreement on September 14, 2021, and Mayor signed the agreement. Previous interlocal agreement expired September 14, 2023.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

This item has been funded by Public Health general funds - 341/1000/41130/521120

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Hector I. Ocaranza, MD Interim Director



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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (“City”) and Texas Tech University Health Sciences Center at El Paso (“TTUHSC”), for the period of September 15, 2023 through September 14, 2025, under which TTUHSC will do the following for the City’s Department of Public Health’s clinical laboratories: (1) provide a CLIA qualified faculty member to serve as the medical director; (2) review and approve quality control procedures; (3) make final determinations concerning abnormalities in clinical laboratory procedures: and (4) make recommendations on clinical procedure manuals; for which the City will pay TTUHSC \$1,791.00 per month, for a maximum compensation not to exceed \$42,984.00 over the two-year term.

APPROVED this ___ day of _____, 2023.

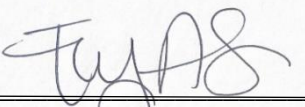
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, Director
Department of Public Health

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

On this the __day of_____, 2023, this Interlocal Agreement (Agreement) is made on behalf of the **CITY OF EL PASO**, a Texas municipal corporation (City), and **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO**, (TTUHSC EP), collectively the Parties.

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for governmental functions and services, including all or part of a function in the area of public health and welfare; and,

WHEREAS, TTUHSC EP is a Texas political subdivision which employs physicians who are licensed, qualified and willing to perform anatomic pathology services; and

WHEREAS, the City wishes to engage the services of TTUHSC EP to assist the City’s Department of Public Health (Department) laboratories;

NOW, THEREFORE, the City and TTUHSC EP do mutually agree as follows:

1. **TTUHSC SERVICES**. The City hereby hires TTUHSC EP to perform the following services (***Services***) to assist in ensuring the quality of the Department’s clinical laboratory testing under the terms and conditions hereinafter stated, and TTUHSC EP hereby agrees and accepts to perform such services:

- 1.1 TTUHSC EP will provide a CLIA qualified faculty member to serve as the Department’s Laboratory Medical Director in accordance with applicable law;
- 1.2 When scheduled, TTUHSC EP will monitor and review quality control of the Department’s clinical laboratory testing and the Department’s clinical laboratory proficiency testing and recommend remedial action to the Department when results are not within acceptable range;
- 1.3 When scheduled, TTUHSC EP will make the final determination as to the exact nature of such abnormality in any clinical laboratory procedure in which an abnormality appears, and TTUHSC EP will communicate its finding to the Department with one or more recommendations on how to prevent future abnormalities;
- 1.4 When scheduled, TTUHSC EP will review and make appropriate recommendations to procedure manuals of the Department’s laboratories. In

this connection, the City agrees not to make any changes to said manuals without the prior written consent of TTUHSC EP; and

- 1.5 Hours of service to be provided by TTUHSC EP under this Agreement shall be no less than ten (10) hours per month.

2. **COMPENSATION.** The City agrees to pay to TTUHSC EP the sum of \$1,791.00 each month for the Services described in this Agreement. The total amount paid by the City to TTUHSC EP during the term of this Agreement shall not exceed \$21,492.00 per year, so that the total amount for the entire contract term shall not exceed \$42,984.00. Payments shall be made monthly upon receipt by the City of TTUHSC EP's invoice for Services for the prior month, in accordance with the City's standard payment procedures.

2.1 **Current revenues.** Any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

3. **LOCATION OF PERFORMANCE.** Such Services shall be performed in the City and County of El Paso, State of Texas.

4. **HIPAA.** 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 TTUHSC EP will have access to patient health information (PHI), the parties agree to negotiate a Business Associate Agreement as part of this Agreement.

5. **INSURANCE.** The parties acknowledge that TTUHSC EP is self-insured.

6. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and TTUHSC EP. The TTUHSC EP shall be deemed at all times to be an independent contractor.

7. **TERM, TERMINATION.** This Agreement shall be in full force and effect from September 15, 2023 through September 14, 2025, or until such time that funds for this Agreement are expended subject to any limitations set forth herein. Any party may terminate this Agreement by giving the other party thirty (30) days written notice. Should the City or TTUHSC EP have cause to terminate this contract, the Agreement may be terminated immediately upon notification to respective parties of the cause for termination. Should early termination occur for any reason, TTUHSC EP shall accurately reflect such early termination and partial service in their invoice. Should any overpayment be made by the City, the City shall notify TTUHSC EP and TTUHSC EP shall return said overpayment to the City within thirty (30) days of written notice by the City.

8. **NOTICE.** Notices required herein shall be mailed, postage prepaid, to the following:

CITY: City of El Paso Department of Public Health
Attn: Director
5115 El Paso Drive
El Paso, Texas 79905

TTUHSC EP: Texas Tech University Health Sciences Center at El Paso
Attn: Contracting Department MSC 51014
5001 El Paso Drive El Paso, Texas 79905
ELPContractDept@ttuhsc.edu

9. **LAW GOVERNING CONTRACT.** For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

10. **GOVERNMENTAL FUNCTION.** The parties expressly agree that, in all things relating to this Agreement, the City and TTUHSC EP are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City or of TTUHSC EP that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

11. **COMPLIANCE WITH LAWS.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party affirms its own compliance with all applicable laws, regulations, and requirements, including, but not limited to, those necessary to maintain all applicable licensing and professional credentials relevant to this Agreement. Further, the Parties will make available such information and records as may be reasonably requested in writing by the other party to facilitate compliance with law, except for records that are confidential and privileged by law.

12. **ASSIGNMENT.** This Agreement may not be assigned or transferred in any way without the prior written consent of both Parties.

13. **SEVERABILITY.** If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, provided that any invalid portions are not material to the overall purpose and operation

of this Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14. **NO WAIVER.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

15. **CAPTIONS.** The captions of the various sections of this Agreement are for convenience of reference only and shall not alter the terms and conditions of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by both Parties.

17. **AUTHORITY TO CONTRACT.** The person signing this document on behalf of TTUHSC warrants that he or she has been duly authorized to sign this Agreement on behalf of TTUHSC and to bind the organization, its officers, agents and employees.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

APPROVED this ____ day of _____, 20__.

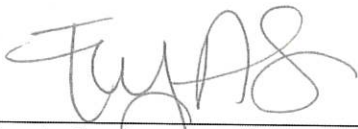
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:




Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Director, Department of Public Health

TTUHSC EP:



Lisa Badillo, Interim Vice President for
Clinical Administration and President's
Delegate
Date: 10/05/23