



**Invoice**



UNIVERSITY MEDICAL CENTER  
OF EL PASO

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

Date: 02/25/25  
Invoice #: 25JAN5030-134130  
PO#:  
Terms: Net 30 Days  
Shipped:  
FOB:

ATTN: Michelle Lopez Email: michelle.lopez2@umcelpaso.org  
Ph: (915) 521-7508 Fax: (915) 521-7888

Ship To

Bill To

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
[Email:](#)

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
Email:

Item	Part#	Description	Unit	Quantity	Unit Price	Amount
		<b>January 2025</b>				
		<b>Salaries &amp; Benefits:</b>				
		MD - Dr Nayak				\$ 19,471.89
		HR Recruiter / Worker's Comp				\$ 676.08
		Unit Clerk (Reg/Sched/cashier)				\$ 4,774.46
		RN (Director)				\$ 1,930.72
		CMA				\$ 6,343.42
		Coder				\$ 1,144.00
		Biller/Collector				\$ 1,099.83
		Quality nurse				\$ 671.97
		Data analyst/claims adjudication review				\$ 796.88
		Benefits				\$ 5,828.67
		<b>Operations:</b>				
		Office Supplies				\$ 133.14
		Medical Supplies (Medications, Flu shots, Vaccines)				\$ 408.95
		Pharmaceuticals				\$ 2,359.12
		Lab Services				\$ -
		Computer Fees (EMR) & Scheduling				\$ 2,800.00
		CME				\$ -
		ED Bank				\$ -
		On-call Services				\$ -
		Cleaning Services				\$ 286.83
		Maintenance & Repairs				\$ -
		Medical Waste				\$ -
		Bank Courier				\$ 229.67
		Cell Phones				\$ -
		Freight & Postage				\$ 23.75
		Parking				\$ -
		Travel & Mileage				\$ -
		CLIA License				\$ 220.00
		<b>Admin Support (10%)</b>				\$ 4,919.94

PLEASE REFERENCE THIS ACCOUNT NUMBER IN YOUR PAYMENT  
25JAN5030-134130

Total Amount	\$ 54,119.31
Tax	\$ -
Shipping	
<b>Total Invoice</b>	<b>\$ 54,119.31</b>
Payment	
<b>Balance Due</b>	<b>\$ 54,119.31</b>

Message

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF EL PASO  
AND  
THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A  
UNIVERSITY MEDICAL CENTER OF EL PASO  
FOR ONSITE EMPLOYEE HEALTH CLINIC SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between the COUNTY of El Paso ("COUNTY"), and the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMCEP"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. COUNTY and UMCEP are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the COUNTY and UMCEP are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Chapters 157 and 172 of the Texas Local Government Code permit the COUNTY to offer health benefits to its employees, including an employee clinic; and

**WHEREAS**, Chapter 281 of the Texas Health & Safety Code permits UMCEP to contract with the COUNTY to provide medical care, including an employee clinic; and

**WHEREAS**, such a cooperative effort is in each Party's best interest of providing medical care to employees of the COUNTY; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the **Parties** regarding the services covered herein.

**NOW THEREFORE**, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I.            EMPLOYEE HEALTH CLINIC SERVICES**

**A. PURPOSE**

The purpose of this agreement is to provide and administer health care services to Covered Persons. "Covered Persons" are defined as all COUNTY employees enrolled in the COUNTY health plan; all COUNTY employee dependents enrolled in the COUNTY health plan; COUNTY retirees enrolled in the COUNTY health plan but not enrolled in Medicare or Medicaid; COUNTY retirees' dependents that are enrolled on the COUNTY health plan; and COUNTY COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) participants and their dependents enrolled in the COUNTY health plan.

**B. EMPLOYEE CLINIC AND ANCILLARY SERVICES FOR COVERED PERSONS.**

UMCEP shall provide Clinical Services, as described in Article I(B)(2) of this Agreement ("Clinical Services") to Covered Persons at the locations described below.

## **1. Employee Health Clinic Operations.**

- a) **Courthouse Employee Health Clinic.** The Courthouse Employee Health Clinic shall provide Clinical Services to Covered Persons each weekday from 7:30 a.m. to 4:00 p.m., with the exception of County holidays and as otherwise agreed to in writing by the Parties. The Courthouse Employee Health Clinic shall be staffed at minimum by a physician or physician-supervised nurse practitioner, medical assistant, and 1-2 support staff. It shall offer appointments as well as walk-in services. UMCEP shall provide to the COUNTY sufficient documentation verifying the credentials, degrees, licenses and proof of liability and malpractice insurance coverage for the clinic and its personnel.
- b) **Parking Validation.** UMCEP staff shall validate parking to Covered Persons who request validation and park in the COUNTY's day use parking garage. UMCEP staff will maintain and submit a log of employee issued parking validations monthly to the COUNTY. The validating parking stamp will be provided by the COUNTY.
- c) **Eligibility.** It is UMCEP's responsibility to determine benefit eligibility prior to providing services. In the event UMCEP is unable to verify eligibility, UMCEP may contact the COUNTY's Human Resources Department to confirm eligibility at 915-546-2218, during normal COUNTY Human Resources Department operational hours. The COUNTY will not be liable for services provided to persons who are not Covered Persons.

## **2. UMCEP shall provide the following services to all Covered Persons at the Employee and UMCEP Health Clinics.**

- a) Primary Care Services;
- b) Basic inoculation and vaccination programs; and
- c) Non-routine labs.

## **3. This Agreement does not relate to or include Clinical Services related to worker's compensation claims.** The Employee Health Clinic at the County Courthouse location may not and shall not provide healthcare services related to worker's compensation claims. UMCEP may provide healthcare services related to workers compensation claims at the UMCEP Health Clinics in accordance with UMCEP's policies. Any such provision of services by UMCEP is outside the purview of this Agreement.

## **4. Laboratory Services for Covered Persons with Orders from the Employee Health Clinic Health Care Provider.** The Employee Health Clinic shall provide a draw station and specimen collection for Covered Persons with orders for laboratory tests from the Employee Health Clinic health care provider. At the Covered Person's option, UMCEP shall provide courier services to transport the specimens to the UMCEP regional laboratory for results that will be communicated by UMCEP to the ordering physician or provider.

## **5. Special Health Care Events.** In addition to the services described above, the COUNTY and UMCEP may jointly host special health care events for Covered Persons. Such special health care events may include health fairs, educational sessions, or other opportunities to provide health care options or education for the benefit of the COUNTY. The fees, if any, for these special events shall be mutually agreed to by the Parties, in writing, in advance of the event(s).

The flu vaccination event shall be governed by the terms of a separate agreement.



## **C. REPORTS.**

### **1. UMCEP shall provide monthly utilization reports to the COUNTY:**

- a) UMC shall provide to the COUNTY a report each month with the information listed below. The report shall include data related to Covered Persons under this Agreement. The report shall include the following:
  - i. The number of patients utilizing the onsite clinic.
  - ii. The number of patients referred to other medical providers.
  - iii. The average time spent at the clinic per patient.
  - iv. The total of patient hours spent at the clinic.
  - v. The number of patients receiving flu Vaccinations.
  - vi. The type of visit.

### **2. Quarterly Reports.** UMCEP shall provide quarterly reports to the COUNTY that include the total cost to the COUNTY and a breakdown of costs for services rendered at the clinic.

## **ARTICLE II.                    COMPENSATION AND PAYMENT FOR SERVICES FOR COVERED PERSONS.**

### **A. FEES FOR SERVICES – COVERED PERSONS.**

- 1. **Primary Care Services.** For Covered Persons, UMCEP shall invoice the COUNTY for Covered Persons at the following rates:

#### **Courthouse**

County:

Upon invoice by UMCEP, COUNTY will pay UMCEP in accordance with Exhibit A- Rate Schedule. Payment is based upon actual cost of services and supplies provided plus a 10% administrative fee, and not on a per-employee basis. The administrative fee is 10 % of the actual cost of services and supplies, which does not include any capital improvement costs. COUNTY shall not withhold any disputed amount and shall, instead, exercise its rights under the dispute resolution provisions contained herein. COUNTY will pay UMCEP a mutually agreed amount for any reasonable and documented additional expenses incurred on COUNTY' s behalf in the evacuation of the County Courthouse in response to or in anticipation of a natural disaster.

Covered Persons co-pay:

UMC will charge and retain Covered Persons five dollar (\$5.00) co-pay at the Courthouse Employee Health Clinic.

- 2. **Preventive Care.** Preventive Care costs shall be part of the covered clinic services at no cost to the Covered Persons.

3. **Flu Vaccinations.** Flu Vaccinations and costs shall be part of the covered clinic services at no cost to the Covered Persons.
4. **Appointments.** UMCEP shall offer appointment services at the Courthouse. UMCEP shall bill the Covered Person directly for any fees associated for failing to notify UMCEP of cancellations prior to appointments as outlined in the UMC Patient Policy and Procedures and signed by the Covered Person at initial registration. At the sole discretion of UMCEP, the fees may be waived in whole or in part and shall not exceed \$20.00 per instance. The COUNTY will not be liable for any fees associated with missed appointment services.
5. **Immunizations.** Immunizations for Covered Persons
6. **Prescriptions.** Prescriptions for Covered Persons

## **B. COMPENSATION.**

Compensation and payment for service for covered persons is described under Article II A

## **ARTICLE III.            EMPLOYEE HEALTH CLINIC PREMISES.**

### **A. COUNTY RESPONSIBILITIES.**

1. The COUNTY agrees to provide a suitable location on the COUNTY property and all available utilities (standard electrical, gas, water, telephone lines, data lines, and internet access for normal health clinic operations) to support the operation of the Courthouse Employee Health Clinics.
2. Janitorial duties and general cleaning for the Courthouse Employee Health Clinic shall be provided by the COUNTY at the COUNTY's expense.
3. The Courthouse Employee Health Clinic shall be subject to UMCEP's inspection to ensure that the sites adhere to legal requirements for employee health clinics, including (without limitation) privacy, safety, cleanliness, patient confidentiality, and safe storage.
4. The Courthouse Employee Health Clinic is located at the County Courthouse, 500 E. San Antonio, Suite LL106, El Paso Texas, 79901; however, it may be relocated by the COUNTY if required.
5. Additional County Employee Health Clinic sites may be added upon mutual written consent of both Parties.

### **B. BUILDING AND SPACE ALLOCATION.**

UMCEP shall comply with the COUNTY'S Building and Space Allocation Policy to the extent not inconsistent with the terms of this Agreement. The policy is attached for the Parties' convenience as **Exhibit B**. The COUNTY may amend the policy at any time by providing written notice to UMCEP.

### **C. ALTERATIONS AND IMPROVEMENTS.**

1. UMCEP shall provide, at its own expense, computer equipment and telephones that are compatible with the COUNTY phone system. UMCEP shall make no other alterations to the Courthouse Employee Health

Clinic premises or construct any signage or other improvements upon or around the premises without first having obtained the written consent of the COUNTY.

2. Any alterations or improvements made to Courthouse Employee Health Clinic must conform to all applicable City, County, State and Federal regulations pertaining to employee health clinic design and construction.

#### **D. MAINTENANCE OF PREMISES BY UMCEP.**

During the term of this Agreement UMCEP shall at UMCEP's own cost and expense, maintain the Courthouse Clinic and the furnishings, equipment, and fixtures therein in good order and repair and in a safe condition. Should the COUNTY's property or the furnishings, equipment, and fixtures therein be damaged or destroyed by fire, the elements, or acts of God, UMCEP shall be under no obligation with respect to the COUNTY's property, equipment, furnishings, and fixtures.

#### **E. OWNERSHIP OF IMPROVEMENTS.**

Any and all permanent alterations, changes and improvements built, constructed or affixed upon by or for UMCEP at the Courthouse, shall become and remain the property of the COUNTY. However, in the event of termination or expiration of the Agreement, UMCEP shall have the option to remove and take the furniture, fixtures, and improvements it actually paid for and restore the premises to their original condition at UMCEP's expense. Improvements are presumed to have been paid for by the COUNTY unless documentation is presented to the contrary by either Party.

#### **F. DESTRUCTION OF PREMISES.**

Should any of UMCEP's equipment, furnishings, fixtures, or improvements within or about the Courthouse be damaged or destroyed by fire, the elements, acts of God, or by any other causes, except the intentional destruction of property by the COUNTY, the COUNTY shall be under no obligation for the damage or destruction. UMCEP otherwise places its equipment, furnishings, and fixtures in the Courthouse Clinic at its own risk.

### **ARTICLE IV.**

### **TERM AND TERMINATION; DISPUTE RESOLUTION**

#### **A. TERM.**

This Agreement shall be effective when signed by all Parties and shall terminate on December 31, 2024 with the option to renew for three additional one (1) year periods by mutual agreement of both parties. Upon expiration of the term of this Agreement, this Agreement will continue on a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless sixty (60) days written notice of termination or intention not to renew is given by either Party, or this Agreement is superseded by a subsequent agreement.

#### **B. ACTUAL COST ESCALATOR**

After the initial two (2) year term of the Agreement, and for each subsequent one (1) year renewal, the contract will be adjusted annually by an amount equal to the actual cost increases incurred by UMCEP. UMCEP will submit a proposed budget to the County for the upcoming year no later than June 30th to assist the County in preparing its own budget for the upcoming fiscal year.

#### **C. MODIFICATION OF CONSIDERATION**

Either Party may request a modification in the consideration paid under the terms of this Agreement. **ANY PROPOSED MODIFICATION MUST BE IN WRITING AND SIGNED BY A PERSON AUTHORIZED TO ENGAGE IN NEGOTIATIONS WITH THE OTHER PARTY AND OTHERWISE IN ACCORDANCE WITH PARAGRAPH VI (K), below.** If the COUNTY and UMCEP cannot reach an agreement on the amount of consideration to be paid, then either Party may terminate the Agreement in accordance with this section.

#### **D. TERMINATION**

Either Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to terminate, or upon mutual consent. Either Party may terminate this Agreement without notice immediately in the event that changes to federal or state laws, regulations and/or policies prohibit the purpose of this Agreement. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

#### **E. DISPUTE RESOLUTION**

The parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. The COUNTY must give written notice to UMCEP of a claim for breach of this Agreement no later than the 180th day after the date of the event giving rise to the claim. By its execution of this Agreement, the COUNTY acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UMCEP's or the COUNTY's immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

## **ARTICLE V.**

## **RECORDS.**

### **A. CONFIDENTIALITY OF RECORDS.**

Records and information relating to Covered Persons may be shared between the Parties, as permitted by law, when the sharing of records and information may serve the purposes of this Agreement. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties have entered into a Business Associate Agreement contemporaneously with this Interlocal Agreement, attached hereto and incorporated herein as **Exhibit C**. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code. The Parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

### **B. TEXAS PUBLIC INFORMATION ACT.**

The Parties are political subdivisions of the State of Texas and governed by the Texas Public Information Act, Chapter 552, Texas Government Code. In the event any Party receives a request under the Public Information Act for Confidential Information it 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 Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Parties, their respective officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that any Party, its officers and employees shall have no liability to any other Party for disclosure to the public in reliance on a decision by the Attorney General.

## **ARTICLE VI**

## **TERMS AND CONDITIONS.**

### **A. NOTICE.**

All notices under this Agreement shall be sent by certified United States Post Office Mail, return receipt request, or other traceable method of delivery, and shall be deemed delivered upon receipt. Notices shall be mailed to the following address:

**To COUNTY:** Ricardo A. Samaniego County Judge  
500 East San Antonio, Suite 301  
El Paso County Courthouse  
El Paso, Texas 79901

With a copy to: Chief Human Resources Officer  
Deputy Human Resources Officer  
500 E. Overland  
El Paso, Texas 79901

**To UMCEP:** R. Jacob Cintron, President and C.E.O.

El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

With a copy to: Managed Care Contracting and Business Development office  
El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

## **B. INDEPENDENT CONTRACTOR.**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the COUNTY and UMCEP or between the COUNTY and any healthcare provider or staff provided by UMCEP. All medical services are being provided by UMCEP. It is understood by the Parties that the COUNTY is not providing medical services or healthcare to any person.

## **C. ASSIGNMENT.**

Neither Party to this Agreement shall sell, assign, transfer or convey this Agreement, in whole in part, without the prior written consent of the other Party.

## **D. NO RIGHTS IMPLIED.**

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any Party not a signatory hereto. The Parties to this Agreement do not intend for any other party to obtain a right by virtue of this Agreement.

## **E. GOVERNMENTAL FUNCTION AND GOVERNMENTAL IMMUNITY.**

The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY or of UMCEP, which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function. Each Party reserves, and does not waive or relinquish, any immunity or defense on behalf of itself, its agents, trustees, officers or employees. Any provision of this Agreement that imposes an obligation or restriction on either Party that is prohibited by law shall not be enforceable.

## **F. GOVERNING LAW.**

For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the 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.

## **G. SEVERABILITY.**

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted from the



Agreement to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the Parties.

#### **H. AUTHORITY.**

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

#### **I. ENTIRE AGREEMENT.**

This writing constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by all Parties. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the services covered herein.

#### **J. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument.

#### **K. AMENDMENT; MUTUALLY AGREED TO BY THE PARTIES.**

**NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE TERMS OF THIS AGREEMENT SHALL BE BINDING UNLESS THE SAME BE IN WRITING, DATED SUBSEQUENT TO THE DATE OF THIS AGREEMENT, AND DULY EXECUTED BY THE PARTIES TO THIS AGREEMENT WITH SPECIFIC AUTHORITY OF THEIR RESPECTIVE GOVERNING BOARDS.**

#### **L. EXHIBITS.**

The following Exhibits are attached hereto and incorporated herein as though fully set forth:

**Exhibit A** – Rate Schedule

**Exhibit B** – County's Building and Space Allocation Policy

**Exhibit C** – Business Associate Addendum

**[SIGNATURES ON NEXT PAGE]**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE COUNTY OF EL PASO:**

*Ricardo A. Samaniego*

Honorable Ricardo A. Samaniego  
El Paso County Judge

09/25/2023

Date

**ATTEST:**

*Delia Briones*

Delia Briones  
County Clerk



10/04/2023

Date

**APPROVED AS TO FORM:**

*Evette Ugues*

Assistant County Attorney  
Evette Ugues

**EL PASO COUNTY HOSPITAL DISTRICT  
D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO**

*R. Jacob Cintron*

R. Jacob Cintron  
President and Chief Executive Officer

Date: 1/31/2024

**APPROVED AS TO FORM:**

*Daniel Collins*

Daniel Collins, Attorney



**EXHIBIT A**  
**RATE SCHEDULE**

<b>Salaries &amp; Benefits:</b>			
<b>Position</b>	<b>FTE</b>	<b>Contract, W/MD</b>	
MD - Dr Nayak	1.0	\$	318,000
Physician Coverage		\$	20,385
HR Recruiter/ Worker's Comp	0.1	\$	7,293
Unit Clerk (Reg/Sched/cashier)	1.0	\$	44,400
Clerk Coverage		\$	2,846
RN (Director)	0.15	\$	15,903
CMA	2.0	\$	96,000
CMA Coverage		\$	3,077
Coder	0.25	\$	13,728
Biller/Collector	0.25	\$	13,198
Quality nurse	0.1	\$	9,186
Data analyst/claims adjudication review	0.15	\$	12,761
<b>Salaries &amp; Benefits Total:</b>	<b>5.00</b>	<b>\$</b>	<b>556,776</b>

<b>Operations Budget</b>			
Office Supplies		\$	1,500
Medical Supplies, Clinic Medications/Flu Shots/ vaccines		\$	1,200
Pharmaceuticals		\$	25,000
Lab Services		\$	3,180
Computer Fees (EMR) & Scheduling		\$	33,600
PHIX fees		\$	-
CME		\$	3,000
ED bank		\$	4,500
On-call services		\$	4,800
Cleaning services		\$	30,000
Maintenance & Repairs		\$	6,000
Medical Waste		\$	460
Bank Courier		\$	3,180
Cell phones		\$	200
Freight & Postage		\$	250
Parking		\$	4,200
Travel & Mileage		\$	1,000
CLIA License		\$	180
<b>Operations Budget Total:</b>		<b>\$</b>	<b>122,250</b>

TOTAL COST	\$	679,026
Admin support @ 10%		67,903

<b>Grand total</b>		<b>746,928</b>
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Capital		
5 computers (4 laptop, 1 desktop)	\$	5,876
10 Monitors	\$	1,044
Docking Station	\$	216
Microsoft True Up Licensing	\$	3,735
Badge Reader/Support	\$	1,795
Deduction Reader	\$	1,200
<b>Xerox copy machine</b>	<b>\$</b>	<b>5,604</b>
Dynamap	\$	4,600
EKG Machine	\$	15,000
Payment Processing Equipment	\$	1,105
<b>Total capital</b>	<b>\$</b>	<b>40,175</b>
<b>Capital Equipment (one time cost)</b>	<b>\$</b>	<b>40,175</b>

## **EXHIBIT B**

### **EL PASO COUNTY BUILDING AND SPACE ALLOCATION POLICY**

#### **SPACE ALLOCATION**

The Public Works Department is responsible for the management and allocation of space throughout the County, as approved by Commissioners Court on May 15, 2014.

For the purpose of this policy, “space” includes all offices, suites, courtrooms, meeting rooms, general purpose rooms, public areas, and common areas within a building, assigned by Commissioners Court to a specific department, for the purpose of carrying out the responsibilities of the department. The Public Works Department oversees the process by which space is initially allocated through new construction, and all subsequent allocation, assignment, and designation of space, as well as the renovation, modification, or alteration of existing space. Once space has been allocated and assigned by Commissioners Court, it is managed by the Public Works Department, and remains in effect until changed by order of Commissioners Court.

All requests for the allocation, assignment, designation, renovation, modification, alteration, or expansion of existing space, and any changes thereof, must be processed through the Facilities Management Division of the Public Works Department. No Department Head or Elected Official has the authority to transfer space from their department to another department without following the established process and obtaining Commissioners Court approval.

The Public Works Department has the authority to make appropriate decisions regarding space based on compliance with applicable building codes including fire, plumbing, electrical, accessibility, and all federal, state, and local regulations and ordinances, as well as decisions that impact a building’s infrastructure, preservation, value, usefulness, and future occupants.

The Public Works Department has the authority to establish standards and guidelines for new building construction, renovations, alterations, infrastructure, equipment, fixtures, design, color palettes, and quality of products to ensure uniformity, consistency, compatibility, efficiency, sustainability, and longevity of the initial investment. Whenever possible, the Public Works Department will utilize the IFMA/BOMA: A Unified Approach for Measuring Office Space for Use in Facility and Property Management in determining office standards for in-house renovation projects.

The highest priority is placed on the preservation of existing buildings and practicing a conservative approach to expansion, therefore requests for additional space or the renovation of existing spaces will only be considered when all other solutions to the current conditions has been exhausted. Departments Heads and Elected Officials are expected to demonstrate that they have considered other appropriate solutions to alleviate the problem or improve the current environment such as the purchase of technology, furniture, or equipment; addressing inefficient or insufficient storage or archive practices; reducing or eliminating unnecessary equipment or bulky furniture; relocate staffing, making operational changes, or consolidating services; re-designing existing layouts; and/or establishing procedures that limits or reduces redundancy or maximizes efficiencies. All department heads and elected officials requesting space allocation, assignment, relocation, remodeling, renovating, or otherwise modifying existing space, fixtures, or equipment must submit a **Space Allocation Form** to the Facilities Management Division of the Public Works Department.

**ALL RENOVATION, MODIFICATION, AND ALTERATION TO EXISTING SPACE, FIXTURES, OR EQUIPMENT MUST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, REGARDLESS OF WHERE THE FUNDING COMES FROM.**

**It is never permissible for a Department Head or Elected Official to proceed with a project without authorization because they have adequate funding within their own budget, they are paying for it out of their own pocket, by donation, or because there is no cost to the County.**

The space allocation review process is as follows:

1. Complete the Space Allocation Request Form and submit it to the Facilities Manager. The department is encouraged to submit supplemental information and justification for the review to include pictures, growth statistics, and all efforts that have been made to accommodate the current condition without requesting additional space, or modifying an existing space.
2. Facilities Manager will review the request, which will include:
  - a. Validation of the proposed request for consideration.
  - b. Performing a needs assessment.
  - c. Comparing similar conditions in other offices, within the County, and externally if appropriate.
  - d. Identifying options to resolve current conditions.
  - e. Analyzing operational and organizational impacts.
  - f. Determining short and long terms impacts of project.
  - g. Performing cost analysis and return on investment.
  - h. Determine project execution options, usually in-house vs. outsourcing.
  - i. Develop a timeline and project plan.
  - j. Identifying appropriate funding source.
3. Facilities Manager and Public Works Director will review the assessment and make a formal recommendation that will be presented to CIP or Commissioners Court, as appropriate.
4. Approved projects less than \$500.00 do not require Commissioners Court approval as long as the department has sufficient funds to cover the cost.
5. Approved projects exceeding \$500 requires Commissioners Court approval, regardless of funding source.
  - a. Operational Budget/Special Funds: If the department has sufficient funds to cover the cost of the approved project within their operational budget or special funds, the Public Works Department will present the project to Commissioners Court for approval.
  - b. Capital Improvement Funding: If the department does not have sufficient funding to cover the cost of the approved project, the Public Works Department will present the request to the Capital Improvement Committee for approval. If approved, the project will be submitted to Commissioners Court for approval through the CIP plan.
6. Once project funding is awarded, the Facilities Manager will assist the department in executing the project as appropriate.

## **BUILDING STANDARDS**

It is important to remember that all employees of government are essentially *temporary* occupants of an office and the County has an obligation to itself and its tax payers to ensure responsible decisions are made that will endure for *decades*, not just the number of years one person holds an elected or appointed position.

## **ACCESS CONTROL**

The Facilities Management Department is responsible for access control in all County buildings, as assigned by Commissioners Court. Access control includes mechanical locks, cylinders, keys, padlocks, as well as all electronic locks, access card systems, digital keypads, etc.

No Department Head or Elected Official may install their own locks, change the existing locks, remove locks, rekey, or otherwise alter or modify any lock on any door on County property. All locks must be installed by the Facilities Management Department and all keys will be issued by the Facilities Management Department. If a department installs an unauthorized lock or replaces any lock on County property, the Facilities Management Department will report the incident to the County Sheriff's Department for investigation, the unauthorized lock will be removed, and a County-approved lock will be installed. The Facilities Management Department will seek reimbursement through Commissioners Court for all expenses associated with the lock replacement.

Department Heads and Elected Officials located at leased facilities must comply with the terms of their lease agreement. Once landlord authorization is obtained, the Facilities Management Department will assist the department in changing or installing locks upon request.

The Facilities Management Department shall have a master key and/or set of keys to all County Facilities, with the exception of detention facilities. If an area is considered "high security", the department head or elected official may install an electronic access lock with audit trail, at their expense, however FMD must have an entry code to access the area in case of emergency.

All County departments are required to abide by the County Access and Key Control Policy.

## **SECURITY DEVICES & EQUIPMENT**

The security of government buildings and protecting employees from harm a high priority, and departments are permitted to make improvements to their offices at their own expense. However, it is important that security features do not impede life safety, ADA accessibility standards, or access by the general public where appropriate, therefore all proposed security upgrade plans must be submitted to the Facilities Management Department for pre-approval before purchase. If a department installs a security feature that violates fire code, ADA regulations, or denies access to the general public where inappropriate, the Facilities Department has the authority to remove the equipment or device.

## OFFICE ENVIRONMENTS

Departments are prohibited from painting their own offices, replace flooring, remove or install new wall paper, tint windows, replace light fixtures, replacing sinks, plumbing fixtures, increasing the size of refrigerators, removing or replacing built-in cabinets or shelving.

Supplemental office furniture/fixtures brought in to the building by any employees are the sole responsibility of the employee. The Facilities Management Department will not supply expendable items such as batteries or light bulbs for personal items, nor will the items be maintained, repaired or cleaned at County expense. Upon end of employment, the employee is solely responsible for removing all personal items brought in and large items may not be disposed of in County waste containers at County expense.

All County employees are expected to respect the government property provided to them to perform their duties and take care not to cause unnecessary damage or neglect. Employees have a personal responsibility to clean up after themselves and take appropriate care to maintain their offices and equipment in good condition.

All County employees are responsible for cleaning the following areas within their departments:

1. Dusting employee desks, cubicles, and cubicles, and shelving.
2. Office equipment, i.e. computers, copiers, printers, fax machines, phones, etc.
3. Microwaves, refrigerators, coffee pots, dishes, kitchen cabinets/drawers, and break tables.
4. All personal decorative items, plants, figurines, and wall mountings.

## FURNITURE, FIXTURES, & EQUIPMENT

The County Purchasing Department is responsible for the inventory and asset management of all furniture, fixtures and equipment. While the Facilities Management Department is not responsible for FF&E assigned to specific departments, there is sometimes a logistical overlap that is addressable in the context of Building Standards.

All departments are required to return unwanted or broken furniture they no longer want through County Purchasing. It is never acceptable to abandon unwanted furniture in hallways, stairwells, lobbies, or other public places. Departments may not trade, exchange, or give their furniture to another department. If Departments are moving from one location to another, they must notify County Purchasing to determine what furniture will move with them and what furniture will stay. The Facilities Management Department will not move furniture from one location to another without authorization from Purchasing.

## SPACE HEATERS

Space heaters are **prohibited** for personal use in County offices. Not only do space heaters pose a serious fire hazard, the use of space heaters sends a false reading to the thermostat that the area is warm, thereby forcing the air conditioner to work harder and consume more energy to cool an area. Any space heater found by maintenance staff during the course of their normal work will be confiscated and held at the Facilities Management office on the 13<sup>th</sup> floor. Employees have five days to pick up their heaters and take them home. Any heater not picked up within three days will be disposed of.



**WALL MOUNTINGS**

In order to preserve the County's walls and ensure that the appropriate hardware is used, all County departments must go through the Facilities Management Department to have items mounted on the wall. The use of tape or any other type of adhesive on walls, doors, and granite is prohibited. Departments located at leased facilities shall abide by the terms of their lease agreement in regard to mounting items on the wall.

**PUBLIC ANNOUNCEMENTS / POSTINGS**

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited within interior public lobbies, elevators, hanging from light fixtures or ceiling tile grids. Departments should avoid taping items to wood doors, wall paper, and painted surfaces.

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited on exterior building surfaces, doors, trees, plants, bushes, planter containers, fire hydrants, building signage, etc.

Due to the high volume of traffic at the security checkpoint, announcements may not be displayed on the skywalk.

Unauthorized postings found in the building will be removed by the Facilities Management Department.

County Departments may utilize public lobby space to set up an easel, exhibit, or other form of display for a limited period of time. County Departments may also display announcements on the glass of their suites facing out to the lobby.

In general, the use of lobby space to make public announcements of County or government related business does not require approval by Commissioners Court.

All non-County or government related displays must contact the Facilities Management Department for prior approval, and are subject to Commissioners Court approval.

## **EXHIBIT C**

### **BUSINESS ASSOCIATE SERVICES ADDENDUM**

This Business Associate Services Addendum ("Addendum") is entered into by and between **El Paso County Hospital District dba University Medical Center of El Paso** ("Business Associate"), and **County of El Paso** ("Covered Entity") and shall apply to Business Associate only in its capacity as a Business Associate under the Privacy and Security Rules and the HITECH Act.

#### **1. Reasons for Addendum**

**Whereas**, this Addendum is entered into and made a part of the written Interlocal Agreement under which Business Associate provides an Employee Health Clinic to Covered Entity (the "Service Agreement") between the parties;

**Whereas**, this Addendum is entered into as of the first day of 1st day of January 2023;

**Whereas**, as part of its provision of service to Covered Entity under the Service Agreement, Business Associate may obtain and possess certain "Protected Health Information" (as defined below) from Covered Entity;

**Whereas**, the parties are committed to complying with the Department of Health and Human Services ("DHHS") regulations, Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Part 160, Part 162 and Part 164, Subparts A, C, E (the "Privacy and Security Rules"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Standards for Breach Notification for Unsecured Protected Health Information, 45 CFR Part 164, Subpart D, under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as incorporated in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

**Whereas**, as a result of the Privacy and Security Rules and the HITECH Act, the parties wish to amend the Service Agreement to comply with the Privacy and Security Rules and the HITECH Act.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and as a condition of the continuation of the Service Agreement, the parties agree to the following:

#### **2. Definitions**

- a) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules and the HITECH Act.
- b) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, shall include, but shall not be limited to, **"Electronic Protected Health Information" or "Electronic PHI"**, as defined below, and shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) **"Electronic Protected Health Information" or "Electronic PHI"** shall mean PHI that is transmitted by or maintained in electronic media, as the term "electronic protected health information" is defined in 45 CFR 160.103.
- e) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- g) **"Security Incident"** shall mean the attempted or unsuccessful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR 164.304.



- h) **“Breach”** shall have the same meaning as “breach” under 45 CFR 164.402.
- i) **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall have the same meaning as “unsecured Protected Health Information” or “unsecured PHI” under 45 CFR 164.402.
- j) **“Discovery”** shall refer to the first day on which a Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate, as described under 45 CFR 164.410(2).

### **3. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Service Agreement, this Addendum or as Required By Law.
- b) Business Associate agrees to use appropriate safeguards and commercially reasonable efforts to prevent use or disclosure of the PHI other than as provided for by this Addendum.
- c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- d) Business Associate agrees to notify Covered Entity without unreasonable delay, and in no event later than 60 calendar days following the Discovery of any Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum of which Business Associate becomes aware, including, but not limited to, any Security Incident relating to Electronic PHI. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, as well as any other information required by 45 CFR 164.404(c), including, but not limited to, a brief description of what happened, the types of Unsecured PHI involved, and steps Individuals should take to protect themselves.
- e) Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information, including, but not limited to, ensuring that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement the safeguards described in Section 2(e) of this Addendum, to protect such Electronic PHI.
- g) Business Associate agrees to provide during normal business hours and upon ten (10) days prior written notice from Covered Entity, access to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524, and where applicable, in accordance with the HITECH Act.
- h) Business Associate agrees to provide access, at the written request of an Individual, to that Individual’s PHI in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Business Associate’s response to an Individual’s request for access shall be timely if the requested PHI is maintained or accessible to Business Associate on-site, and Business Associate grants or denies the request in writing within 30 days of the earlier of either Business Associate’s or Covered Entity’s receipt of the request. However, if the requested information is not maintained or accessible to Business Associate on-site, Business Associate will grant or deny the request in writing within 60 days after the earlier of either Business Associate’s or Covered Entity’s receipt of the request. If Business Associate is unable to process an Individual’s request within the respective 30-day or 60-day periods, Business Associate may be granted one additional extension for up to 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request. Each request made by an Individual for such access shall be subject to a charge for both the copies of the information and staff time to copy the information, plus postage for mailing the requested information. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for an accounting.

- i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual. Business Associate's response to an Individual's request for amendment shall be timely if Business Associate grants or denies the request in writing within 60 days after the earlier of either Business Associate's or Covered Entity's receipt of the request. If Business Associate is unable to process an Individual's request within the 60-day period, Business Associate may extend the period for responding to a request up to an additional 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request for amendment.
- j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available during normal business hours and upon ten (10) days prior written notice, to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations..
- l) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2(k) of this Addendum, to permit either Business Associate or Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations. Business Associate may require Covered Entity's or an Individual's request for an accounting of disclosures to be in writing. Business Associate must act on the Individual's request for an accounting no later than 60 days after the earlier of either Business Associate's or Covered Entity's receipt of such request. Business Associate may have one additional extension for up to 30 days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any 12-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for a subsequent accounting.

Notwithstanding any other requirement under this Subparagraph (l), Business Associate shall not be required to provide an accounting of any disclosure made: (i) to carry out Treatment, Payment and Health Care Operations, as those terms are defined in 45 CFR 164.501, except where such accounting is required by the HITECH Act, and as of the effective dates of this provision of the HITECH Act; (ii) to an Individual or authorized by the Individual; (iii) incident to a use or disclosure otherwise permitted or required by the Privacy and Security Rules; (iv) to persons involved in the Individual's care or for other notification purposes provided for in 45 CFR 164.510 of the Privacy and Security Rules; (v) for national security or intelligence purposes; (vi) to correctional institutions or law enforcement officials; (vii) as part of a limited data set in accordance with 45 CFR 164.514(e) of the Privacy and Security Rules; or (viii) made prior to April 14, 2003 or the effective date of the Privacy and Security Rules, if later.

- m) In all cases, Business Associate shall only use or disclose the "Minimum Necessary" amount of PHI required for it to perform under the Service Agreement or this Addendum. "Minimum Necessary" shall have the meaning set forth for such term in the Privacy and Security Rules. To the extent Covered Entity determines that Business Associate is disclosing more than is the Minimum Necessary, Covered Entity shall notify Business Associate in writing of such determination.
- n) Business Associate agrees to comply with all other applicable requirements of the Privacy and Security Rules as such rules apply to Business Associate.

- o) Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

#### **4. Permitted Uses and Disclosures by Business Associate**

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services (including, but not limited to, to carry out Treatment, Payment and Health Care Operations) for, or on behalf of, Covered Entity as specified in the Service Agreement or this Addendum, provided that such use or disclosure would not violate the Privacy and Security Rules or the HITECH Act if done by Covered Entity.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e) Except as otherwise limited in this Addendum, Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) of the Privacy and Security Rules, and further provided that Covered Entity maintains the documentation required by 45 CFR 164.514(b) of the Privacy and Security Rules, which may be in the form of a written assurance from Business Associate.
- f) Except as otherwise limited in this Addendum, Business Associate may report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).
- g) Except as otherwise limited in this Addendum, Business Associate may use PHI to create a limited data set or may disclose PHI in a limited data set, consistent with the requirements of 45 CFR 164.514(e).
- h) If Plan Sponsor is eligible for, and elects to participate in, the Early Retiree Reinsurance Program ("ERRP"), Plan Sponsor authorizes Business Associate to use and disclose PHI as necessary to HHS to assist Plan Sponsor with its application for ERRP funds and administration of ERRP payments from HHS. Such use or disclosure of PHI by Business Associate shall be at a time and in a manner specified by the HHS Secretary in guidance, information, data, documents, and records necessary for the Plan Sponsor to comply with the requirements of the ERRP, as specified in 45 C.F.R. 149.35.

## **5. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) 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 CFR 164.522.
- d) Covered Entity shall provide Business Associate with the policies and procedures the Covered Entity implements in accordance with 45 CFR 164.530 and will provide updates to Business Associate of any changes to such policies and procedures, to the extent such policy or change may affect Business Associate's use or disclosure of PHI.
- e) Covered Entity shall notify Business Associate of the designation of a Privacy Official and any changes of such designation, as well as the names of those persons who are to be given access to PHI to be disclosed to Covered Entity or on behalf of Covered Entity.
- f) Pursuant to Section 2(j) of this Addendum, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the internal practices, books, and records relating to the use and disclosure of PHI for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance on the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection, and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.
- g) When notified of a Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum by Business Associate, Covered Entity agrees to notify the affected Individual, the Secretary and/or the media as required by 45 CFR 164.404, 164.406, and 164.408.

## **6. Term and Termination**

- a) Term. This Addendum shall terminate on the date the Service Agreement terminates.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum or a violation of the Privacy and Security Rules, Covered Entity shall provide Business Associate written notice and a thirty (30) day period for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within such thirty (30) day period, Plan Sponsor may terminate this Addendum upon written notice. Plan Sponsor may immediately terminate this Addendum upon written notice if Business Associate has breached a material term of this Addendum and cure is not possible.
- c) Effect of Termination.
  - 1) Except as provided in sub-paragraph (c)(2) of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return



or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 7. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy and Security Rules or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b) **Amendment.** The Parties agree to enter into good faith negotiations as are necessary to amend this Addendum from time to time for the parties to comply with the requirements of the Privacy and Security Rules, HIPAA, and the HITECH Act.
- c) **Survival.** The respective rights and obligations of the parties under this Addendum shall survive the termination of this Addendum.
- d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Rules and the HITECH Act.
- e) **No Third-Party Beneficiaries.** Nothing in this Addendum either express or implied is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) **Validity of Service Agreement.** Except as expressly set forth herein, all remaining provisions of the Service Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their respective officers duly authorized to do so.

### **Business Associate**

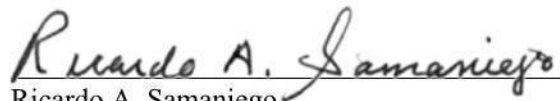
**EL PASO COUNTY HOSPITAL DISTRICT DBA  
UNIVERSITY MEDICAL CENTER OF EL PASO**



R. Jacob Cintron  
President and Chief Executive Officer

### **Covered Entity**

**COUNTY OF EL PASO, FOR AND  
ON BEHALF OF ITS GROUP HEALTH PLANS.**



Ricardo A. Samaniego  
County Judge

Reviewed by Legal Department:



Daniel Collins, Attorney

**Invoice**



UNIVERSITY MEDICAL CENTER  
OF EL PASO

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

Date: 03/28/25  
Invoice #: 25FEB5070-134130  
PO#:  
Terms: Net 30 Days  
Shipped:  
FOB:

ATTN: Michelle Lopez Email: michelle.lopez2@umcelpaso.org  
Ph: (915) 521-7508 Fax: (915) 521-7888

Ship To

Bill To

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
[Email:](#)

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
Email:

Item	Part#	Description	Unit	Quantity	Unit Price	Amount
		<b>FEBRUARY 2025</b>				
		<b>Salaries &amp; Benefits:</b>				
		MD - Dr Nayak				\$ 25,159.72
		HR Recruiter / Worker's Comp				\$ 676.08
		Unit Clerk (Reg/Sched/cashier)				\$ 4,682.30
		RN (Director)				\$ 1,336.53
		CMA				\$ 7,333.68
		Coder				\$ 1,144.00
		Biller/Collector				\$ 1,099.83
		Quality nurse				\$ 671.97
		Data analyst/claims adjudication review				\$ 796.88
		Benefits				\$ 5,610.09
		<b>Operations:</b>				
		Office Supplies				\$ 215.73
		Medical Supplies (Medications, Flu shots, Vaccines)				\$ 241.88
		Pharmaceuticals				\$ 491.90
		Lab Services				\$ -
		Computer Fees (EMR) & Scheduling				\$ 2,800.00
		CME				\$ -
		ED Bank				\$ 59.95
		On-call Services				\$ -
		Cleaning Services				\$ -
		Maintenance & Repairs				\$ -
		Medical Waste				\$ -
		Bank Courier				\$ 229.67
		Cell Phones				\$ -
		Freight & Postage				\$ -
		Parking				\$ 739.00
		Travel & Mileage				\$ -
		CLIA License				\$ -
		<b>Admin Support (10%)</b>				\$ 5,328.92

PLEASE REFERENCE THIS ACCOUNT NUMBER IN YOUR PAYMENT  
25FEB5070-134130

Total Amount	\$ 58,618.13
Tax	\$ -
Shipping	
<b>Total Invoice</b>	<b>\$ 58,618.13</b>
Payment	
<b>Balance Due</b>	<b>\$ 58,618.13</b>

Message

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF EL PASO  
AND  
THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A  
UNIVERSITY MEDICAL CENTER OF EL PASO  
FOR ONSITE EMPLOYEE HEALTH CLINIC SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between the COUNTY of El Paso ("COUNTY"), and the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMCEP"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. COUNTY and UMCEP are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the COUNTY and UMCEP are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Chapters 157 and 172 of the Texas Local Government Code permit the COUNTY to offer health benefits to its employees, including an employee clinic; and

**WHEREAS**, Chapter 281 of the Texas Health & Safety Code permits UMCEP to contract with the COUNTY to provide medical care, including an employee clinic; and

**WHEREAS**, such a cooperative effort is in each Party's best interest of providing medical care to employees of the COUNTY; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the **Parties** regarding the services covered herein.

**NOW THEREFORE**, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I.**            **EMPLOYEE HEALTH CLINIC SERVICES**

**A. PURPOSE**

The purpose of this agreement is to provide and administer health care services to Covered Persons. "Covered Persons" are defined as all COUNTY employees enrolled in the COUNTY health plan; all COUNTY employee dependents enrolled in the COUNTY health plan; COUNTY retirees enrolled in the COUNTY health plan but not enrolled in Medicare or Medicaid; COUNTY retirees' dependents that are enrolled on the COUNTY health plan; and COUNTY COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) participants and their dependents enrolled in the COUNTY health plan.

**B. EMPLOYEE CLINIC AND ANCILLARY SERVICES FOR COVERED PERSONS.**

UMCEP shall provide Clinical Services, as described in Article I(B)(2) of this Agreement ("Clinical Services") to Covered Persons at the locations described below.

**1. Employee Health Clinic Operations.**

- a) **Courthouse Employee Health Clinic.** The Courthouse Employee Health Clinic shall provide Clinical Services to Covered Persons each weekday from 7:30 a.m. to 4:00 p.m., with the exception of County holidays and as otherwise agreed to in writing by the Parties. The Courthouse Employee Health Clinic shall be staffed at minimum by a physician or physician-supervised nurse practitioner, medical assistant, and 1-2 support staff. It shall offer appointments as well as walk-in services. UMCEP shall provide to the COUNTY sufficient documentation verifying the credentials, degrees, licenses and proof of liability and malpractice insurance coverage for the clinic and its personnel.
- b) **Parking Validation.** UMCEP staff shall validate parking to Covered Persons who request validation and park in the COUNTY's day use parking garage. UMCEP staff will maintain and submit a log of employee issued parking validations monthly to the COUNTY. The validating parking stamp will be provided by the COUNTY.
- c) **Eligibility.** It is UMCEP's responsibility to determine benefit eligibility prior to providing services. In the event UMCEP is unable to verify eligibility, UMCEP may contact the COUNTY's Human Resources Department to confirm eligibility at 915-546-2218, during normal COUNTY Human Resources Department operational hours. The COUNTY will not be liable for services provided to persons who are not Covered Persons.

**2. UMCEP shall provide the following services to all Covered Persons at the Employee and UMCEP Health Clinics.**

- a) Primary Care Services;
- b) Basic inoculation and vaccination programs; and
- c) Non-routine labs.

**3. This Agreement does not relate to or include Clinical Services related to worker's compensation claims.** The Employee Health Clinic at the County Courthouse location may not and shall not provide healthcare services related to worker's compensation claims. UMCEP may provide healthcare services related to workers compensation claims at the UMCEP Health Clinics in accordance with UMCEP's policies. Any such provision of services by UMCEP is outside the purview of this Agreement.

**4. Laboratory Services for Covered Persons with Orders from the Employee Health Clinic Health Care Provider.** The Employee Health Clinic shall provide a draw station and specimen collection for Covered Persons with orders for laboratory tests from the Employee Health Clinic health care provider. At the Covered Person's option, UMCEP shall provide courier services to transport the specimens to the UMCEP regional laboratory for results that will be communicated by UMCEP to the ordering physician or provider.

**5. Special Health Care Events.** In addition to the services described above, the COUNTY and UMCEP may jointly host special health care events for Covered Persons. Such special health care events may include health fairs, educational sessions, or other opportunities to provide health care options or education for the benefit of the COUNTY. The fees, if any, for these special events shall be mutually agreed to by the Parties, in writing, in advance of the event(s).

The flu vaccination event shall be governed by the terms of a separate agreement.



### C. REPORTS.

**1. UMCEP shall provide monthly utilization reports to the COUNTY:**

- a) UMC shall provide to the COUNTY a report each month with the information listed below. The report shall include data related to Covered Persons under this Agreement. The report shall include the following:
  - i. The number of patients utilizing the onsite clinic.
  - ii. The number of patients referred to other medical providers.
  - iii. The average time spent at the clinic per patient.
  - iv. The total of patient hours spent at the clinic.
  - v. The number of patients receiving flu Vaccinations.
  - vi. The type of visit.

2. **Quarterly Reports.** UMCEP shall provide quarterly reports to the COUNTY that include the total cost to the COUNTY and a breakdown of costs for services rendered at the clinic.

**ARTICLE II. COMPENSATION AND PAYMENT FOR SERVICES FOR COVERED PERSONS.**

**A. FEES FOR SERVICES – COVERED PERSONS.**

1. **Primary Care Services.** For Covered Persons, UMCEP shall invoice the COUNTY for Covered Persons at the following rates:

## Courthouse

County:

Upon invoice by UMCEP, COUNTY will pay UMCEP in accordance with Exhibit A- Rate Schedule. Payment is based upon actual cost of services and supplies provided plus a 10% administrative fee, and not on a per-employee basis. The administrative fee is 10 % of the actual cost of services and supplies, which does not include any capital improvement costs. COUNTY shall not withhold any disputed amount and shall, instead, exercise its rights under the dispute resolution provisions contained herein. COUNTY will pay UMCEP a mutually agreed amount for any reasonable and documented additional expenses incurred on COUNTY' s behalf in the evacuation of the County Courthouse in response to or in anticipation of a natural disaster.

Covered Persons co-pay:

UMC will charge and retain Covered Persons five dollar (\$5.00) co-pay at the Courthouse Employee Health Clinic.

2. **Preventive Care.** Preventive Care costs shall be part of the covered clinic services at no cost to the Covered Persons.

3. **Flu Vaccinations.** Flu Vaccinations and costs shall be part of the covered clinic services at no cost to the Covered Persons.
4. **Appointments.** UMCEP shall offer appointment services at the Courthouse. UMCEP shall bill the Covered Person directly for any fees associated for failing to notify UMCEP of cancellations prior to appointments as outlined in the UMC Patient Policy and Procedures and signed by the Covered Person at initial registration. At the sole discretion of UMCEP, the fees may be waived in whole or in part and shall not exceed \$20.00 per instance. The COUNTY will not be liable for any fees associated with missed appointment services.
5. **Immunizations.** Immunizations for Covered Persons
6. **Prescriptions.** Prescriptions for Covered Persons

## **B. COMPENSATION.**

Compensation and payment for service for covered persons is described under Article II A

## **ARTICLE III.            EMPLOYEE HEALTH CLINIC PREMISES.**

### **A. COUNTY RESPONSIBILITIES.**

1. The COUNTY agrees to provide a suitable location on the COUNTY property and all available utilities (standard electrical, gas, water, telephone lines, data lines, and internet access for normal health clinic operations) to support the operation of the Courthouse Employee Health Clinics.
2. Janitorial duties and general cleaning for the Courthouse Employee Health Clinic shall be provided by the COUNTY at the COUNTY's expense.
3. The Courthouse Employee Health Clinic shall be subject to UMCEP's inspection to ensure that the sites adhere to legal requirements for employee health clinics, including (without limitation) privacy, safety, cleanliness, patient confidentiality, and safe storage.
4. The Courthouse Employee Health Clinic is located at the County Courthouse, 500 E. San Antonio, Suite LL106, El Paso Texas, 79901; however, it may be relocated by the COUNTY if required.
5. Additional County Employee Health Clinic sites may be added upon mutual written consent of both Parties.

### **B. BUILDING AND SPACE ALLOCATION.**

UMCEP shall comply with the COUNTY'S Building and Space Allocation Policy to the extent not inconsistent with the terms of this Agreement. The policy is attached for the Parties' convenience as **Exhibit B**. The COUNTY may amend the policy at any time by providing written notice to UMCEP.

### **C. ALTERATIONS AND IMPROVEMENTS.**

1. UMCEP shall provide, at its own expense, computer equipment and telephones that are compatible with the COUNTY phone system. UMCEP shall make no other alterations to the Courthouse Employee Health

Clinic premises or construct any signage or other improvements upon or around the premises without first having obtained the written consent of the COUNTY.

2. Any alterations or improvements made to Courthouse Employee Health Clinic must conform to all applicable City, County, State and Federal regulations pertaining to employee health clinic design and construction.

#### **D. MAINTENANCE OF PREMISES BY UMCEP.**

During the term of this Agreement UMCEP shall at UMCEP's own cost and expense, maintain the Courthouse Clinic and the furnishings, equipment, and fixtures therein in good order and repair and in a safe condition. Should the COUNTY's property or the furnishings, equipment, and fixtures therein be damaged or destroyed by fire, the elements, or acts of God, UMCEP shall be under no obligation with respect to the COUNTY's property, equipment, furnishings, and fixtures.

#### **E. OWNERSHIP OF IMPROVEMENTS.**

Any and all permanent alterations, changes and improvements built, constructed or affixed upon by or for UMCEP at the Courthouse, shall become and remain the property of the COUNTY. However, in the event of termination or expiration of the Agreement, UMCEP shall have the option to remove and take the furniture, fixtures, and improvements it actually paid for and restore the premises to their original condition at UMCEP's expense. Improvements are presumed to have been paid for by the COUNTY unless documentation is presented to the contrary by either Party.

#### **F. DESTRUCTION OF PREMISES.**

Should any of UMCEP's equipment, furnishings, fixtures, or improvements within or about the Courthouse be damaged or destroyed by fire, the elements, acts of God, or by any other causes, except the intentional destruction of property by the COUNTY, the COUNTY shall be under no obligation for the damage or destruction. UMCEP otherwise places its equipment, furnishings, and fixtures in the Courthouse Clinic at its own risk.

### **ARTICLE IV.**

### **TERM AND TERMINATION; DISPUTE RESOLUTION**

#### **A. TERM.**

This Agreement shall be effective when signed by all Parties and shall terminate on December 31, 2024 with the option to renew for three additional one (1) year periods by mutual agreement of both parties. Upon expiration of the term of this Agreement, this Agreement will continue on a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless sixty (60) days written notice of termination or intention not to renew is given by either Party, or this Agreement is superseded by a subsequent agreement.

#### **B. ACTUAL COST ESCALATOR**

After the initial two (2) year term of the Agreement, and for each subsequent one (1) year renewal, the contract will be adjusted annually by an amount equal to the actual cost increases incurred by UMCEP. UMCEP will submit a proposed budget to the County for the upcoming year no later than June 30th to assist the County in preparing its own budget for the upcoming fiscal year.

#### **C. MODIFICATION OF CONSIDERATION**

Either Party may request a modification in the consideration paid under the terms of this Agreement. **ANY PROPOSED MODIFICATION MUST BE IN WRITING AND SIGNED BY A PERSON AUTHORIZED TO ENGAGE IN NEGOTIATIONS WITH THE OTHER PARTY AND OTHERWISE IN ACCORDANCE WITH PARAGRAPH VI (K), below.** If the COUNTY and UMCEP cannot reach an agreement on the amount of consideration to be paid, then either Party may terminate the Agreement in accordance with this section.

#### **D. TERMINATION**

Either Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to terminate, or upon mutual consent. Either Party may terminate this Agreement without notice immediately in the event that changes to federal or state laws, regulations and/or policies prohibit the purpose of this Agreement. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

#### **E. DISPUTE RESOLUTION**

The parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. The COUNTY must give written notice to UMCEP of a claim for breach of this Agreement no later than the 180th day after the date of the event giving rise to the claim. By its execution of this Agreement, the COUNTY acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UMCEP' s or the COUNTY' s immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

## **ARTICLE V.**

## **RECORDS.**

### **A. CONFIDENTIALITY OF RECORDS.**

Records and information relating to Covered Persons may be shared between the Parties, as permitted by law, when the sharing of records and information may serve the purposes of this Agreement. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties have entered into a Business Associate Agreement contemporaneously with this Interlocal Agreement, attached hereto and incorporated herein as **Exhibit C**. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code. The Parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

### **B. TEXAS PUBLIC INFORMATION ACT.**

The Parties are political subdivisions of the State of Texas and governed by the Texas Public Information Act, Chapter 552, Texas Government Code. In the event any Party receives a request under the Public Information Act for Confidential Information it 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 Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Parties, their respective officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that any Party, its officers and employees shall have no liability to any other Party for disclosure to the public in reliance on a decision by the Attorney General.

## **ARTICLE VI**

## **TERMS AND CONDITIONS.**

### **A. NOTICE.**

All notices under this Agreement shall be sent by certified United States Post Office Mail, return receipt request, or other traceable method of delivery, and shall be deemed delivered upon receipt. Notices shall be mailed to the following address:

**To COUNTY:** Ricardo A. Samaniego County Judge  
500 East San Antonio, Suite 301  
El Paso County Courthouse  
El Paso, Texas 79901

With a copy to: Chief Human Resources Officer  
Deputy Human Resources Officer  
500 E. Overland  
El Paso, Texas 79901

**To UMCEP:** R. Jacob Cintron, President and C.E.O.

El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

With a copy to: Managed Care Contracting and Business Development office  
El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

## **B. INDEPENDENT CONTRACTOR.**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the COUNTY and UMCEP or between the COUNTY and any healthcare provider or staff provided by UMCEP. All medical services are being provided by UMCEP. It is understood by the Parties that the COUNTY is not providing medical services or healthcare to any person.

## **C. ASSIGNMENT.**

Neither Party to this Agreement shall sell, assign, transfer or convey this Agreement, in whole in part, without the prior written consent of the other Party.

## **D. NO RIGHTS IMPLIED.**

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any Party not a signatory hereto. The Parties to this Agreement do not intend for any other party to obtain a right by virtue of this Agreement.

## **E. GOVERNMENTAL FUNCTION AND GOVERNMENTAL IMMUNITY.**

The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY or of UMCEP, which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function. Each Party reserves, and does not waive or relinquish, any immunity or defense on behalf of itself, its agents, trustees, officers or employees. Any provision of this Agreement that imposes an obligation or restriction on either Party that is prohibited by law shall not be enforceable.

## **F. GOVERNING LAW.**

For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the 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.

## **G. SEVERABILITY.**

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted from the



Agreement to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the Parties.

#### **H. AUTHORITY.**

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

#### **I. ENTIRE AGREEMENT.**

This writing constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by all Parties. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the services covered herein.

#### **J. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument.

#### **K. AMENDMENT; MUTUALLY AGREED TO BY THE PARTIES.**

**NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE TERMS OF THIS AGREEMENT SHALL BE BINDING UNLESS THE SAME BE IN WRITING, DATED SUBSEQUENT TO THE DATE OF THIS AGREEMENT, AND DULY EXECUTED BY THE PARTIES TO THIS AGREEMENT WITH SPECIFIC AUTHORITY OF THEIR RESPECTIVE GOVERNING BOARDS.**

#### **L. EXHIBITS.**

The following Exhibits are attached hereto and incorporated herein as though fully set forth:

**Exhibit A** – Rate Schedule

**Exhibit B** – County's Building and Space Allocation Policy

**Exhibit C** – Business Associate Addendum

**[SIGNATURES ON NEXT PAGE]**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE COUNTY OF EL PASO:**

*Ricardo A. Samaniego*

Honorable Ricardo A. Samaniego  
El Paso County Judge

09/25/2023

Date

**ATTEST:**

*Delia Briones*

Delia Briones  
County Clerk



10/04/2023

Date

**APPROVED AS TO FORM:**

*Evette Ugues*

Assistant County Attorney  
Evette Ugues

**EL PASO COUNTY HOSPITAL DISTRICT  
D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO**

*R. Jacob Cintron*

R. Jacob Cintron  
President and Chief Executive Officer

Date: 1/31/2024

**APPROVED AS TO FORM:**

*Daniel Collins*

Daniel Collins, Attorney



**EXHIBIT A**  
**RATE SCHEDULE**

<b>Salaries &amp; Benefits:</b>			
<b>Position</b>	<b>FTE</b>	<b>Contract, W/MD</b>	
MD - Dr Nayak	1.0	\$	318,000
Physician Coverage		\$	20,385
HR Recruiter/ Worker's Comp	0.1	\$	7,293
Unit Clerk (Reg/Sched/cashier)	1.0	\$	44,400
Clerk Coverage		\$	2,846
RN (Director)	0.15	\$	15,903
CMA	2.0	\$	96,000
CMA Coverage		\$	3,077
Coder	0.25	\$	13,728
Biller/Collector	0.25	\$	13,198
Quality nurse	0.1	\$	9,186
Data analyst/claims adjudication review	0.15	\$	12,761
<b>Salaries &amp; Benefits Total:</b>	<b>5.00</b>	<b>\$</b>	<b>556,776</b>

<b>Operations Budget</b>			
Office Supplies		\$	1,500
Medical Supplies, Clinic Medications/Flu Shots/ vaccines		\$	1,200
Pharmaceuticals		\$	25,000
Lab Services		\$	3,180
Computer Fees (EMR) & Scheduling		\$	33,600
PHIX fees		\$	-
CME		\$	3,000
ED bank		\$	4,500
On-call services		\$	4,800
Cleaning services		\$	30,000
Maintenance & Repairs		\$	6,000
Medical Waste		\$	460
Bank Courier		\$	3,180
Cell phones		\$	200
Freight & Postage		\$	250
Parking		\$	4,200
Travel & Mileage		\$	1,000
CLIA License		\$	180
<b>Operations Budget Total:</b>		<b>\$</b>	<b>122,250</b>

TOTAL COST	\$	679,026
Admin support @ 10%		67,903

<b>Grand total</b>		<b>746,928</b>
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Capital		
5 computers (4 laptop, 1 desktop)	\$	5,876
10 Monitors	\$	1,044
Docking Station	\$	216
Microsoft True Up Licensing	\$	3,735
Badge Reader/Support	\$	1,795
Deduction Reader	\$	1,200
<b>Xerox copy machine</b>	<b>\$</b>	<b>5,604</b>
Dynamap	\$	4,600
EKG Machine	\$	15,000
Payment Processing Equipment	\$	1,105
<b>Total capital</b>	<b>\$</b>	<b>40,175</b>
<b>Capital Equipment (one time cost)</b>	<b>\$</b>	<b>40,175</b>

## **EXHIBIT B**

### **EL PASO COUNTY BUILDING AND SPACE ALLOCATION POLICY**

#### **SPACE ALLOCATION**

The Public Works Department is responsible for the management and allocation of space throughout the County, as approved by Commissioners Court on May 15, 2014.

For the purpose of this policy, “space” includes all offices, suites, courtrooms, meeting rooms, general purpose rooms, public areas, and common areas within a building, assigned by Commissioners Court to a specific department, for the purpose of carrying out the responsibilities of the department. The Public Works Department oversees the process by which space is initially allocated through new construction, and all subsequent allocation, assignment, and designation of space, as well as the renovation, modification, or alteration of existing space. Once space has been allocated and assigned by Commissioners Court, it is managed by the Public Works Department, and remains in effect until changed by order of Commissioners Court.

All requests for the allocation, assignment, designation, renovation, modification, alteration, or expansion of existing space, and any changes thereof, must be processed through the Facilities Management Division of the Public Works Department. No Department Head or Elected Official has the authority to transfer space from their department to another department without following the established process and obtaining Commissioners Court approval.

The Public Works Department has the authority to make appropriate decisions regarding space based on compliance with applicable building codes including fire, plumbing, electrical, accessibility, and all federal, state, and local regulations and ordinances, as well as decisions that impact a building’s infrastructure, preservation, value, usefulness, and future occupants.

The Public Works Department has the authority to establish standards and guidelines for new building construction, renovations, alterations, infrastructure, equipment, fixtures, design, color palettes, and quality of products to ensure uniformity, consistency, compatibility, efficiency, sustainability, and longevity of the initial investment. Whenever possible, the Public Works Department will utilize the IFMA/BOMA: A Unified Approach for Measuring Office Space for Use in Facility and Property Management in determining office standards for in-house renovation projects.

The highest priority is placed on the preservation of existing buildings and practicing a conservative approach to expansion, therefore requests for additional space or the renovation of existing spaces will only be considered when all other solutions to the current conditions has been exhausted. Departments Heads and Elected Officials are expected to demonstrate that they have considered other appropriate solutions to alleviate the problem or improve the current environment such as the purchase of technology, furniture, or equipment; addressing inefficient or insufficient storage or archive practices; reducing or eliminating unnecessary equipment or bulky furniture; relocate staffing, making operational changes, or consolidating services; re-designing existing layouts; and/or establishing procedures that limits or reduces redundancy or maximizes efficiencies. All department heads and elected officials requesting space allocation, assignment, relocation, remodeling, renovating, or otherwise modifying existing space, fixtures, or equipment must submit a **Space Allocation Form** to the Facilities Management Division of the Public Works Department.

**ALL RENOVATION, MODIFICATION, AND ALTERATION TO EXISTING SPACE, FIXTURES, OR EQUIPMENT MUST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, REGARDLESS OF WHERE THE FUNDING COMES FROM.**

**It is never permissible for a Department Head or Elected Official to proceed with a project without authorization because they have adequate funding within their own budget, they are paying for it out of their own pocket, by donation, or because there is no cost to the County.**

The space allocation review process is as follows:

1. Complete the Space Allocation Request Form and submit it to the Facilities Manager. The department is encouraged to submit supplemental information and justification for the review to include pictures, growth statistics, and all efforts that have been made to accommodate the current condition without requesting additional space, or modifying an existing space.
2. Facilities Manager will review the request, which will include:
  - a. Validation of the proposed request for consideration.
  - b. Performing a needs assessment.
  - c. Comparing similar conditions in other offices, within the County, and externally if appropriate.
  - d. Identifying options to resolve current conditions.
  - e. Analyzing operational and organizational impacts.
  - f. Determining short and long terms impacts of project.
  - g. Performing cost analysis and return on investment.
  - h. Determine project execution options, usually in-house vs. outsourcing.
  - i. Develop a timeline and project plan.
  - j. Identifying appropriate funding source.
3. Facilities Manager and Public Works Director will review the assessment and make a formal recommendation that will be presented to CIP or Commissioners Court, as appropriate.
4. Approved projects less than \$500.00 do not require Commissioners Court approval as long as the department has sufficient funds to cover the cost.
5. Approved projects exceeding \$500 requires Commissioners Court approval, regardless of funding source.
  - a. Operational Budget/Special Funds: If the department has sufficient funds to cover the cost of the approved project within their operational budget or special funds, the Public Works Department will present the project to Commissioners Court for approval.
  - b. Capital Improvement Funding: If the department does not have sufficient funding to cover the cost of the approved project, the Public Works Department will present the request to the Capital Improvement Committee for approval. If approved, the project will be submitted to Commissioners Court for approval through the CIP plan.
6. Once project funding is awarded, the Facilities Manager will assist the department in executing the project as appropriate.

## **BUILDING STANDARDS**

It is important to remember that all employees of government are essentially *temporary* occupants of an office and the County has an obligation to itself and its tax payers to ensure responsible decisions are made that will endure for *decades*, not just the number of years one person holds an elected or appointed position.

## **ACCESS CONTROL**

The Facilities Management Department is responsible for access control in all County buildings, as assigned by Commissioners Court. Access control includes mechanical locks, cylinders, keys, padlocks, as well as all electronic locks, access card systems, digital keypads, etc.

No Department Head or Elected Official may install their own locks, change the existing locks, remove locks, rekey, or otherwise alter or modify any lock on any door on County property. All locks must be installed by the Facilities Management Department and all keys will be issued by the Facilities Management Department. If a department installs an unauthorized lock or replaces any lock on County property, the Facilities Management Department will report the incident to the County Sheriff's Department for investigation, the unauthorized lock will be removed, and a County-approved lock will be installed. The Facilities Management Department will seek reimbursement through Commissioners Court for all expenses associated with the lock replacement.

Department Heads and Elected Officials located at leased facilities must comply with the terms of their lease agreement. Once landlord authorization is obtained, the Facilities Management Department will assist the department in changing or installing locks upon request.

The Facilities Management Department shall have a master key and/or set of keys to all County Facilities, with the exception of detention facilities. If an area is considered "high security", the department head or elected official may install an electronic access lock with audit trail, at their expense, however FMD must have an entry code to access the area in case of emergency.

All County departments are required to abide by the County Access and Key Control Policy.

## **SECURITY DEVICES & EQUIPMENT**

The security of government buildings and protecting employees from harm a high priority, and departments are permitted to make improvements to their offices at their own expense. However, it is important that security features do not impede life safety, ADA accessibility standards, or access by the general public where appropriate, therefore all proposed security upgrade plans must be submitted to the Facilities Management Department for pre-approval before purchase. If a department installs a security feature that violates fire code, ADA regulations, or denies access to the general public where inappropriate, the Facilities Department has the authority to remove the equipment or device.

## OFFICE ENVIRONMENTS

Departments are prohibited from painting their own offices, replace flooring, remove or install new wall paper, tint windows, replace light fixtures, replacing sinks, plumbing fixtures, increasing the size of refrigerators, removing or replacing built-in cabinets or shelving.

Supplemental office furniture/fixtures brought in to the building by any employees are the sole responsibility of the employee. The Facilities Management Department will not supply expendable items such as batteries or light bulbs for personal items, nor will the items be maintained, repaired or cleaned at County expense. Upon end of employment, the employee is solely responsible for removing all personal items brought in and large items may not be disposed of in County waste containers at County expense.

All County employees are expected to respect the government property provided to them to perform their duties and take care not to cause unnecessary damage or neglect. Employees have a personal responsibility to clean up after themselves and take appropriate care to maintain their offices and equipment in good condition.

All County employees are responsible for cleaning the following areas within their departments:

1. Dusting employee desks, cubicles, and cubicles, and shelving.
2. Office equipment, i.e. computers, copiers, printers, fax machines, phones, etc.
3. Microwaves, refrigerators, coffee pots, dishes, kitchen cabinets/drawers, and break tables.
4. All personal decorative items, plants, figurines, and wall mountings.

## FURNITURE, FIXTURES, & EQUIPMENT

The County Purchasing Department is responsible for the inventory and asset management of all furniture, fixtures and equipment. While the Facilities Management Department is not responsible for FF&E assigned to specific departments, there is sometimes a logistical overlap that is addressable in the context of Building Standards.

All departments are required to return unwanted or broken furniture they no longer want through County Purchasing. It is never acceptable to abandon unwanted furniture in hallways, stairwells, lobbies, or other public places. Departments may not trade, exchange, or give their furniture to another department. If Departments are moving from one location to another, they must notify County Purchasing to determine what furniture will move with them and what furniture will stay. The Facilities Management Department will not move furniture from one location to another without authorization from Purchasing.

## SPACE HEATERS

Space heaters are **prohibited** for personal use in County offices. Not only do space heaters pose a serious fire hazard, the use of space heaters sends a false reading to the thermostat that the area is warm, thereby forcing the air conditioner to work harder and consume more energy to cool an area. Any space heater found by maintenance staff during the course of their normal work will be confiscated and held at the Facilities Management office on the 13<sup>th</sup> floor. Employees have five days to pick up their heaters and take them home. Any heater not picked up within three days will be disposed of.



**WALL MOUNTINGS**

In order to preserve the County's walls and ensure that the appropriate hardware is used, all County departments must go through the Facilities Management Department to have items mounted on the wall. The use of tape or any other type of adhesive on walls, doors, and granite is prohibited. Departments located at leased facilities shall abide by the terms of their lease agreement in regard to mounting items on the wall.

**PUBLIC ANNOUNCEMENTS / POSTINGS**

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited within interior public lobbies, elevators, hanging from light fixtures or ceiling tile grids. Departments should avoid taping items to wood doors, wall paper, and painted surfaces.

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited on exterior building surfaces, doors, trees, plants, bushes, planter containers, fire hydrants, building signage, etc.

Due to the high volume of traffic at the security checkpoint, announcements may not be displayed on the skywalk.

Unauthorized postings found in the building will be removed by the Facilities Management Department.

County Departments may utilize public lobby space to set up an easel, exhibit, or other form of display for a limited period of time. County Departments may also display announcements on the glass of their suites facing out to the lobby.

In general, the use of lobby space to make public announcements of County or government related business does not require approval by Commissioners Court.

All non-County or government related displays must contact the Facilities Management Department for prior approval, and are subject to Commissioners Court approval.

## **EXHIBIT C**

### **BUSINESS ASSOCIATE SERVICES ADDENDUM**

This Business Associate Services Addendum ("Addendum") is entered into by and between **El Paso County Hospital District dba University Medical Center of El Paso** ("Business Associate"), and **County of El Paso** ("Covered Entity") and shall apply to Business Associate only in its capacity as a Business Associate under the Privacy and Security Rules and the HITECH Act.

#### **1. Reasons for Addendum**

**Whereas**, this Addendum is entered into and made a part of the written Interlocal Agreement under which Business Associate provides an Employee Health Clinic to Covered Entity (the "Service Agreement") between the parties;

**Whereas**, this Addendum is entered into as of the first day of 1st day of January 2023;

**Whereas**, as part of its provision of service to Covered Entity under the Service Agreement, Business Associate may obtain and possess certain "Protected Health Information" (as defined below) from Covered Entity;

**Whereas**, the parties are committed to complying with the Department of Health and Human Services ("DHHS") regulations, Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Part 160, Part 162 and Part 164, Subparts A, C, E (the "Privacy and Security Rules"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Standards for Breach Notification for Unsecured Protected Health Information, 45 CFR Part 164, Subpart D, under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as incorporated in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

**Whereas**, as a result of the Privacy and Security Rules and the HITECH Act, the parties wish to amend the Service Agreement to comply with the Privacy and Security Rules and the HITECH Act.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and as a condition of the continuation of the Service Agreement, the parties agree to the following:

#### **2. Definitions**

- a) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules and the HITECH Act.
- b) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, shall include, but shall not be limited to, **"Electronic Protected Health Information" or "Electronic PHI"**, as defined below, and shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) **"Electronic Protected Health Information" or "Electronic PHI"** shall mean PHI that is transmitted by or maintained in electronic media, as the term "electronic protected health information" is defined in 45 CFR 160.103.
- e) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- g) **"Security Incident"** shall mean the attempted or unsuccessful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR 164.304.

- h) **“Breach”** shall have the same meaning as “breach” under 45 CFR 164.402.
- i) **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall have the same meaning as “unsecured Protected Health Information” or “unsecured PHI” under 45 CFR 164.402.
- j) **“Discovery”** shall refer to the first day on which a Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate, as described under 45 CFR 164.410(2).

### **3. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Service Agreement, this Addendum or as Required By Law.
- b) Business Associate agrees to use appropriate safeguards and commercially reasonable efforts to prevent use or disclosure of the PHI other than as provided for by this Addendum.
- c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- d) Business Associate agrees to notify Covered Entity without unreasonable delay, and in no event later than 60 calendar days following the Discovery of any Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum of which Business Associate becomes aware, including, but not limited to, any Security Incident relating to Electronic PHI. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, as well as any other information required by 45 CFR 164.404(c), including, but not limited to, a brief description of what happened, the types of Unsecured PHI involved, and steps Individuals should take to protect themselves.
- e) Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information, including, but not limited to, ensuring that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement the safeguards described in Section 2(e) of this Addendum, to protect such Electronic PHI.
- g) Business Associate agrees to provide during normal business hours and upon ten (10) days prior written notice from Covered Entity, access to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524, and where applicable, in accordance with the HITECH Act.
- h) Business Associate agrees to provide access, at the written request of an Individual, to that Individual’s PHI in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Business Associate’s response to an Individual’s request for access shall be timely if the requested PHI is maintained or accessible to Business Associate on-site, and Business Associate grants or denies the request in writing within 30 days of the earlier of either Business Associate’s or Covered Entity’s receipt of the request. However, if the requested information is not maintained or accessible to Business Associate on-site, Business Associate will grant or deny the request in writing within 60 days after the earlier of either Business Associate’s or Covered Entity’s receipt of the request. If Business Associate is unable to process an Individual’s request within the respective 30-day or 60-day periods, Business Associate may be granted one additional extension for up to 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request. Each request made by an Individual for such access shall be subject to a charge for both the copies of the information and staff time to copy the information, plus postage for mailing the requested information. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for an accounting.

- i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual. Business Associate's response to an Individual's request for amendment shall be timely if Business Associate grants or denies the request in writing within 60 days after the earlier of either Business Associate's or Covered Entity's receipt of the request. If Business Associate is unable to process an Individual's request within the 60-day period, Business Associate may extend the period for responding to a request up to an additional 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request for amendment.
- j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available during normal business hours and upon ten (10) days prior written notice, to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations..
- l) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2(k) of this Addendum, to permit either Business Associate or Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations. Business Associate may require Covered Entity's or an Individual's request for an accounting of disclosures to be in writing. Business Associate must act on the Individual's request for an accounting no later than 60 days after the earlier of either Business Associate's or Covered Entity's receipt of such request. Business Associate may have one additional extension for up to 30 days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any 12-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for a subsequent accounting.

Notwithstanding any other requirement under this Subparagraph (l), Business Associate shall not be required to provide an accounting of any disclosure made: (i) to carry out Treatment, Payment and Health Care Operations, as those terms are defined in 45 CFR 164.501, except where such accounting is required by the HITECH Act, and as of the effective dates of this provision of the HITECH Act; (ii) to an Individual or authorized by the Individual; (iii) incident to a use or disclosure otherwise permitted or required by the Privacy and Security Rules; (iv) to persons involved in the Individual's care or for other notification purposes provided for in 45 CFR 164.510 of the Privacy and Security Rules; (v) for national security or intelligence purposes; (vi) to correctional institutions or law enforcement officials; (vii) as part of a limited data set in accordance with 45 CFR 164.514(e) of the Privacy and Security Rules; or (viii) made prior to April 14, 2003 or the effective date of the Privacy and Security Rules, if later.

- m) In all cases, Business Associate shall only use or disclose the "Minimum Necessary" amount of PHI required for it to perform under the Service Agreement or this Addendum. "Minimum Necessary" shall have the meaning set forth for such term in the Privacy and Security Rules. To the extent Covered Entity determines that Business Associate is disclosing more than is the Minimum Necessary, Covered Entity shall notify Business Associate in writing of such determination.
- n) Business Associate agrees to comply with all other applicable requirements of the Privacy and Security Rules as such rules apply to Business Associate.



- o) Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

#### **4. Permitted Uses and Disclosures by Business Associate**

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services (including, but not limited to, to carry out Treatment, Payment and Health Care Operations) for, or on behalf of, Covered Entity as specified in the Service Agreement or this Addendum, provided that such use or disclosure would not violate the Privacy and Security Rules or the HITECH Act if done by Covered Entity.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e) Except as otherwise limited in this Addendum, Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) of the Privacy and Security Rules, and further provided that Covered Entity maintains the documentation required by 45 CFR 164.514(b) of the Privacy and Security Rules, which may be in the form of a written assurance from Business Associate.
- f) Except as otherwise limited in this Addendum, Business Associate may report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).
- g) Except as otherwise limited in this Addendum, Business Associate may use PHI to create a limited data set or may disclose PHI in a limited data set, consistent with the requirements of 45 CFR 164.514(e).
- h) If Plan Sponsor is eligible for, and elects to participate in, the Early Retiree Reinsurance Program ("ERRP"), Plan Sponsor authorizes Business Associate to use and disclose PHI as necessary to HHS to assist Plan Sponsor with its application for ERRP funds and administration of ERRP payments from HHS. Such use or disclosure of PHI by Business Associate shall be at a time and in a manner specified by the HHS Secretary in guidance, information, data, documents, and records necessary for the Plan Sponsor to comply with the requirements of the ERRP, as specified in 45 C.F.R. 149.35.

## **5. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) 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 CFR 164.522.
- d) Covered Entity shall provide Business Associate with the policies and procedures the Covered Entity implements in accordance with 45 CFR 164.530 and will provide updates to Business Associate of any changes to such policies and procedures, to the extent such policy or change may affect Business Associate's use or disclosure of PHI.
- e) Covered Entity shall notify Business Associate of the designation of a Privacy Official and any changes of such designation, as well as the names of those persons who are to be given access to PHI to be disclosed to Covered Entity or on behalf of Covered Entity.
- f) Pursuant to Section 2(j) of this Addendum, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the internal practices, books, and records relating to the use and disclosure of PHI for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance on the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection, and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.
- g) When notified of a Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum by Business Associate, Covered Entity agrees to notify the affected Individual, the Secretary and/or the media as required by 45 CFR 164.404, 164.406, and 164.408.

## **6. Term and Termination**

- a) Term. This Addendum shall terminate on the date the Service Agreement terminates.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum or a violation of the Privacy and Security Rules, Covered Entity shall provide Business Associate written notice and a thirty (30) day period for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within such thirty (30) day period, Plan Sponsor may terminate this Addendum upon written notice. Plan Sponsor may immediately terminate this Addendum upon written notice if Business Associate has breached a material term of this Addendum and cure is not possible.
- c) Effect of Termination.
  - 1) Except as provided in sub-paragraph (c)(2) of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return



or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 7. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy and Security Rules or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b) **Amendment.** The Parties agree to enter into good faith negotiations as are necessary to amend this Addendum from time to time for the parties to comply with the requirements of the Privacy and Security Rules, HIPAA, and the HITECH Act.
- c) **Survival.** The respective rights and obligations of the parties under this Addendum shall survive the termination of this Addendum.
- d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Rules and the HITECH Act.
- e) **No Third-Party Beneficiaries.** Nothing in this Addendum either express or implied is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) **Validity of Service Agreement.** Except as expressly set forth herein, all remaining provisions of the Service Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their respective officers duly authorized to do so.

### **Business Associate**

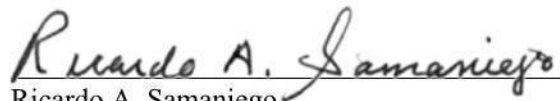
**EL PASO COUNTY HOSPITAL DISTRICT DBA  
UNIVERSITY MEDICAL CENTER OF EL PASO**



R. Jacob Cintron  
President and Chief Executive Officer

### **Covered Entity**

**COUNTY OF EL PASO, FOR AND  
ON BEHALF OF ITS GROUP HEALTH PLANS.**



Ricardo A. Samaniego  
County Judge

Reviewed by Legal Department:



Daniel Collins, Attorney

**Invoice**



**UNIVERSITY MEDICAL CENTER**  
OF EL PASO

PLEASE MAIL PAYMENT TO :  
**EL PASO COUNTY HOSPITAL DISTRICT**  
**P.O. BOX 202479**  
**DALLAS, TEXAS 75320-2479**

Date: 02/25/25  
Invoice #: 25JAN5030-134130  
PO#:  
Terms: Net 30 Days  
Shipped:  
FOB:

ATTN: Michelle Lopez Email: michelle.lopez2@umcelpaso.org  
Ph: (915) 521-7508 Fax: (915) 521-7888

Ship To

Bill To

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
[Email:](#)

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
Email:

Item	Part#	Description	Unit	Quantity	Unit Price	Amount
		<b>January 2025</b>				
		<b>Salaries &amp; Benefits:</b>				
		MD - Dr Nayak				\$ 19,471.89
		HR Recruiter / Worker's Comp				\$ 676.08
		Unit Clerk (Reg/Sched/cashier)				\$ 4,774.46
		RN (Director)				\$ 1,930.72
		CMA				\$ 6,343.42
		Coder				\$ 1,144.00
		Biller/Collector				\$ 1,099.83
		Quality nurse				\$ 671.97
		Data analyst/claims adjudication review				\$ 796.88
		Benefits				\$ 5,828.67
		<b>Operations:</b>				
		Office Supplies				\$ 133.14
		Medical Supplies (Medications, Flu shots, Vaccines)				\$ 408.95
		Pharmaceuticals				\$ 2,359.12
		Lab Services				\$ -
		Computer Fees (EMR) & Scheduling				\$ 2,800.00
		CME				\$ -
		ED Bank				\$ -
		On-call Services				\$ -
		Cleaning Services				\$ 286.83
		Maintenance & Repairs				\$ -
		Medical Waste				\$ -
		Bank Courier				\$ 229.67
		Cell Phones				\$ -
		Freight & Postage				\$ 23.75
		Parking				\$ -
		Travel & Mileage				\$ -
		CLIA License				\$ 220.00
		<b>Admin Support (10%)</b>				\$ 4,919.94

PLEASE REFERENCE THIS ACCOUNT NUMBER IN YOUR PAYMENT  
25JAN5030-134130

Total Amount	\$ 54,119.31
Tax	\$ -
Shipping	
<b>Total Invoice</b>	<b>\$ 54,119.31</b>
Payment	
<b>Balance Due</b>	<b>\$ 54,119.31</b>

Message

PLEASE MAIL PAYMENT TO :  
**EL PASO COUNTY HOSPITAL DISTRICT**  
**P.O. BOX 202479**  
**DALLAS, TEXAS 75320-2479**

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF EL PASO  
AND  
THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A  
UNIVERSITY MEDICAL CENTER OF EL PASO  
FOR ONSITE EMPLOYEE HEALTH CLINIC SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between the COUNTY of El Paso ("COUNTY"), and the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMCEP"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. COUNTY and UMCEP are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the COUNTY and UMCEP are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Chapters 157 and 172 of the Texas Local Government Code permit the COUNTY to offer health benefits to its employees, including an employee clinic; and

**WHEREAS**, Chapter 281 of the Texas Health & Safety Code permits UMCEP to contract with the COUNTY to provide medical care, including an employee clinic; and

**WHEREAS**, such a cooperative effort is in each Party's best interest of providing medical care to employees of the COUNTY; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the **Parties** regarding the services covered herein.

**NOW THEREFORE**, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I.            EMPLOYEE HEALTH CLINIC SERVICES**

**A. PURPOSE**

The purpose of this agreement is to provide and administer health care services to Covered Persons. "Covered Persons" are defined as all COUNTY employees enrolled in the COUNTY health plan; all COUNTY employee dependents enrolled in the COUNTY health plan; COUNTY retirees enrolled in the COUNTY health plan but not enrolled in Medicare or Medicaid; COUNTY retirees' dependents that are enrolled on the COUNTY health plan; and COUNTY COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) participants and their dependents enrolled in the COUNTY health plan.

**B. EMPLOYEE CLINIC AND ANCILLARY SERVICES FOR COVERED PERSONS.**

UMCEP shall provide Clinical Services, as described in Article I(B)(2) of this Agreement ("Clinical Services") to Covered Persons at the locations described below.

**1. Employee Health Clinic Operations.**

- a) **Courthouse Employee Health Clinic.** The Courthouse Employee Health Clinic shall provide Clinical Services to Covered Persons each weekday from 7:30 a.m. to 4:00 p.m., with the exception of County holidays and as otherwise agreed to in writing by the Parties. The Courthouse Employee Health Clinic shall be staffed at minimum by a physician or physician-supervised nurse practitioner, medical assistant, and 1-2 support staff. It shall offer appointments as well as walk-in services. UMCEP shall provide to the COUNTY sufficient documentation verifying the credentials, degrees, licenses and proof of liability and malpractice insurance coverage for the clinic and its personnel.
- b) **Parking Validation.** UMCEP staff shall validate parking to Covered Persons who request validation and park in the COUNTY's day use parking garage. UMCEP staff will maintain and submit a log of employee issued parking validations monthly to the COUNTY. The validating parking stamp will be provided by the COUNTY.
- c) **Eligibility.** It is UMCEP's responsibility to determine benefit eligibility prior to providing services. In the event UMCEP is unable to verify eligibility, UMCEP may contact the COUNTY's Human Resources Department to confirm eligibility at 915-546-2218, during normal COUNTY Human Resources Department operational hours. The COUNTY will not be liable for services provided to persons who are not Covered Persons.

**2. UMCEP shall provide the following services to all Covered Persons at the Employee and UMCEP Health Clinics.**

- a) Primary Care Services;
- b) Basic inoculation and vaccination programs; and
- c) Non-routine labs.

**3. This Agreement does not relate to or include Clinical Services related to worker's compensation claims.** The Employee Health Clinic at the County Courthouse location may not and shall not provide healthcare services related to worker's compensation claims. UMCEP may provide healthcare services related to workers compensation claims at the UMCEP Health Clinics in accordance with UMCEP's policies. Any such provision of services by UMCEP is outside the purview of this Agreement.

**4. Laboratory Services for Covered Persons with Orders from the Employee Health Clinic Health Care Provider.** The Employee Health Clinic shall provide a draw station and specimen collection for Covered Persons with orders for laboratory tests from the Employee Health Clinic health care provider. At the Covered Person's option, UMCEP shall provide courier services to transport the specimens to the UMCEP regional laboratory for results that will be communicated by UMCEP to the ordering physician or provider.

**5. Special Health Care Events.** In addition to the services described above, the COUNTY and UMCEP may jointly host special health care events for Covered Persons. Such special health care events may include health fairs, educational sessions, or other opportunities to provide health care options or education for the benefit of the COUNTY. The fees, if any, for these special events shall be mutually agreed to by the Parties, in writing, in advance of the event(s).

The flu vaccination event shall be governed by the terms of a separate agreement.

## **C. REPORTS.**

### **1. UMCEP shall provide monthly utilization reports to the COUNTY:**

- a) UMC shall provide to the COUNTY a report each month with the information listed below. The report shall include data related to Covered Persons under this Agreement. The report shall include the following:
  - i. The number of patients utilizing the onsite clinic.
  - ii. The number of patients referred to other medical providers.
  - iii. The average time spent at the clinic per patient.
  - iv. The total of patient hours spent at the clinic.
  - v. The number of patients receiving flu Vaccinations.
  - vi. The type of visit.

### **2. Quarterly Reports.** UMCEP shall provide quarterly reports to the COUNTY that include the total cost to the COUNTY and a breakdown of costs for services rendered at the clinic.

## **ARTICLE II. COMPENSATION AND PAYMENT FOR SERVICES FOR COVERED PERSONS.**

### **A. FEES FOR SERVICES – COVERED PERSONS.**

- 1. **Primary Care Services.** For Covered Persons, UMCEP shall invoice the COUNTY for Covered Persons at the following rates:

#### **Courthouse**

County:

Upon invoice by UMCEP, COUNTY will pay UMCEP in accordance with Exhibit A- Rate Schedule. Payment is based upon actual cost of services and supplies provided plus a 10% administrative fee, and not on a per-employee basis. The administrative fee is 10 % of the actual cost of services and supplies, which does not include any capital improvement costs. COUNTY shall not withhold any disputed amount and shall, instead, exercise its rights under the dispute resolution provisions contained herein. COUNTY will pay UMCEP a mutually agreed amount for any reasonable and documented additional expenses incurred on COUNTY' s behalf in the evacuation of the County Courthouse in response to or in anticipation of a natural disaster.

Covered Persons co-pay:

UMC will charge and retain Covered Persons five dollar (\$5.00) co-pay at the Courthouse Employee Health Clinic.

- 2. **Preventive Care.** Preventive Care costs shall be part of the covered clinic services at no cost to the Covered Persons.

3. **Flu Vaccinations.** Flu Vaccinations and costs shall be part of the covered clinic services at no cost to the Covered Persons.
4. **Appointments.** UMCEP shall offer appointment services at the Courthouse. UMCEP shall bill the Covered Person directly for any fees associated for failing to notify UMCEP of cancellations prior to appointments as outlined in the UMC Patient Policy and Procedures and signed by the Covered Person at initial registration. At the sole discretion of UMCEP, the fees may be waived in whole or in part and shall not exceed \$20.00 per instance. The COUNTY will not be liable for any fees associated with missed appointment services.
5. **Immunizations.** Immunizations for Covered Persons
6. **Prescriptions.** Prescriptions for Covered Persons

## **B. COMPENSATION.**

Compensation and payment for service for covered persons is described under Article II A

## **ARTICLE III.            EMPLOYEE HEALTH CLINIC PREMISES.**

### **A. COUNTY RESPONSIBILITIES.**

1. The COUNTY agrees to provide a suitable location on the COUNTY property and all available utilities (standard electrical, gas, water, telephone lines, data lines, and internet access for normal health clinic operations) to support the operation of the Courthouse Employee Health Clinics.
2. Janitorial duties and general cleaning for the Courthouse Employee Health Clinic shall be provided by the COUNTY at the COUNTY's expense.
3. The Courthouse Employee Health Clinic shall be subject to UMCEP's inspection to ensure that the sites adhere to legal requirements for employee health clinics, including (without limitation) privacy, safety, cleanliness, patient confidentiality, and safe storage.
4. The Courthouse Employee Health Clinic is located at the County Courthouse, 500 E. San Antonio, Suite LL106, El Paso Texas, 79901; however, it may be relocated by the COUNTY if required.
5. Additional County Employee Health Clinic sites may be added upon mutual written consent of both Parties.

### **B. BUILDING AND SPACE ALLOCATION.**

UMCEP shall comply with the COUNTY'S Building and Space Allocation Policy to the extent not inconsistent with the terms of this Agreement. The policy is attached for the Parties' convenience as **Exhibit B**. The COUNTY may amend the policy at any time by providing written notice to UMCEP.

### **C. ALTERATIONS AND IMPROVEMENTS.**

1. UMCEP shall provide, at its own expense, computer equipment and telephones that are compatible with the COUNTY phone system. UMCEP shall make no other alterations to the Courthouse Employee Health



Clinic premises or construct any signage or other improvements upon or around the premises without first having obtained the written consent of the COUNTY.

2. Any alterations or improvements made to Courthouse Employee Health Clinic must conform to all applicable City, County, State and Federal regulations pertaining to employee health clinic design and construction.

#### **D. MAINTENANCE OF PREMISES BY UMCEP.**

During the term of this Agreement UMCEP shall at UMCEP's own cost and expense, maintain the Courthouse Clinic and the furnishings, equipment, and fixtures therein in good order and repair and in a safe condition. Should the COUNTY's property or the furnishings, equipment, and fixtures therein be damaged or destroyed by fire, the elements, or acts of God, UMCEP shall be under no obligation with respect to the COUNTY's property, equipment, furnishings, and fixtures.

#### **E. OWNERSHIP OF IMPROVEMENTS.**

Any and all permanent alterations, changes and improvements built, constructed or affixed upon by or for UMCEP at the Courthouse, shall become and remain the property of the COUNTY. However, in the event of termination or expiration of the Agreement, UMCEP shall have the option to remove and take the furniture, fixtures, and improvements it actually paid for and restore the premises to their original condition at UMCEP's expense. Improvements are presumed to have been paid for by the COUNTY unless documentation is presented to the contrary by either Party.

#### **F. DESTRUCTION OF PREMISES.**

Should any of UMCEP's equipment, furnishings, fixtures, or improvements within or about the Courthouse be damaged or destroyed by fire, the elements, acts of God, or by any other causes, except the intentional destruction of property by the COUNTY, the COUNTY shall be under no obligation for the damage or destruction. UMCEP otherwise places its equipment, furnishings, and fixtures in the Courthouse Clinic at its own risk.

### **ARTICLE IV.**

### **TERM AND TERMINATION; DISPUTE RESOLUTION**

#### **A. TERM.**

This Agreement shall be effective when signed by all Parties and shall terminate on December 31, 2024 with the option to renew for three additional one (1) year periods by mutual agreement of both parties. Upon expiration of the term of this Agreement, this Agreement will continue on a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless sixty (60) days written notice of termination or intention not to renew is given by either Party, or this Agreement is superseded by a subsequent agreement.

#### **B. ACTUAL COST ESCALATOR**

After the initial two (2) year term of the Agreement, and for each subsequent one (1) year renewal, the contract will be adjusted annually by an amount equal to the actual cost increases incurred by UMCEP. UMCEP will submit a proposed budget to the County for the upcoming year no later than June 30th to assist the County in preparing its own budget for the upcoming fiscal year.

#### **C. MODIFICATION OF CONSIDERATION**

Either Party may request a modification in the consideration paid under the terms of this Agreement. **ANY PROPOSED MODIFICATION MUST BE IN WRITING AND SIGNED BY A PERSON AUTHORIZED TO ENGAGE IN NEGOTIATIONS WITH THE OTHER PARTY AND OTHERWISE IN ACCORDANCE WITH PARAGRAPH VI (K), below.** If the COUNTY and UMCEP cannot reach an agreement on the amount of consideration to be paid, then either Party may terminate the Agreement in accordance with this section.

#### **D. TERMINATION**

Either Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to terminate, or upon mutual consent. Either Party may terminate this Agreement without notice immediately in the event that changes to federal or state laws, regulations and/or policies prohibit the purpose of this Agreement. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

#### **E. DISPUTE RESOLUTION**

The parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. The COUNTY must give written notice to UMCEP of a claim for breach of this Agreement no later than the 180th day after the date of the event giving rise to the claim. By its execution of this Agreement, the COUNTY acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UMCEP' s or the COUNTY' s immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

## **ARTICLE V.**

## **RECORDS.**

### **A. CONFIDENTIALITY OF RECORDS.**

Records and information relating to Covered Persons may be shared between the Parties, as permitted by law, when the sharing of records and information may serve the purposes of this Agreement. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties have entered into a Business Associate Agreement contemporaneously with this Interlocal Agreement, attached hereto and incorporated herein as **Exhibit C**. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code. The Parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

### **B. TEXAS PUBLIC INFORMATION ACT.**

The Parties are political subdivisions of the State of Texas and governed by the Texas Public Information Act, Chapter 552, Texas Government Code. In the event any Party receives a request under the Public Information Act for Confidential Information it 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 Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Parties, their respective officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that any Party, its officers and employees shall have no liability to any other Party for disclosure to the public in reliance on a decision by the Attorney General.

## **ARTICLE VI**

## **TERMS AND CONDITIONS.**

### **A. NOTICE.**

All notices under this Agreement shall be sent by certified United States Post Office Mail, return receipt request, or other traceable method of delivery, and shall be deemed delivered upon receipt. Notices shall be mailed to the following address:

**To COUNTY:** Ricardo A. Samaniego County Judge  
500 East San Antonio, Suite 301  
El Paso County Courthouse  
El Paso, Texas 79901

With a copy to: Chief Human Resources Officer  
Deputy Human Resources Officer  
500 E. Overland  
El Paso, Texas 79901

**To UMCEP:** R. Jacob Cintron, President and C.E.O.

El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

With a copy to: Managed Care Contracting and Business Development office  
El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

## **B. INDEPENDENT CONTRACTOR.**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the COUNTY and UMCEP or between the COUNTY and any healthcare provider or staff provided by UMCEP. All medical services are being provided by UMCEP. It is understood by the Parties that the COUNTY is not providing medical services or healthcare to any person.

## **C. ASSIGNMENT.**

Neither Party to this Agreement shall sell, assign, transfer or convey this Agreement, in whole in part, without the prior written consent of the other Party.

## **D. NO RIGHTS IMPLIED.**

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any Party not a signatory hereto. The Parties to this Agreement do not intend for any other party to obtain a right by virtue of this Agreement.

## **E. GOVERNMENTAL FUNCTION AND GOVERNMENTAL IMMUNITY.**

The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY or of UMCEP, which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function. Each Party reserves, and does not waive or relinquish, any immunity or defense on behalf of itself, its agents, trustees, officers or employees. Any provision of this Agreement that imposes an obligation or restriction on either Party that is prohibited by law shall not be enforceable.

## **F. GOVERNING LAW.**

For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the 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.

## **G. SEVERABILITY.**

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted from the

Agreement to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the Parties.

#### **H. AUTHORITY.**

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

#### **I. ENTIRE AGREEMENT.**

This writing constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by all Parties. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the services covered herein.

#### **J. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument.

#### **K. AMENDMENT; MUTUALLY AGREED TO BY THE PARTIES.**

**NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE TERMS OF THIS AGREEMENT SHALL BE BINDING UNLESS THE SAME BE IN WRITING, DATED SUBSEQUENT TO THE DATE OF THIS AGREEMENT, AND DULY EXECUTED BY THE PARTIES TO THIS AGREEMENT WITH SPECIFIC AUTHORITY OF THEIR RESPECTIVE GOVERNING BOARDS.**

#### **L. EXHIBITS.**

The following Exhibits are attached hereto and incorporated herein as though fully set forth:

**Exhibit A** – Rate Schedule

**Exhibit B** – County's Building and Space Allocation Policy

**Exhibit C** – Business Associate Addendum

**[SIGNATURES ON NEXT PAGE]**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE COUNTY OF EL PASO:**

*Ricardo A. Samaniego*

Honorable Ricardo A. Samaniego  
El Paso County Judge

09/25/2023

Date

**ATTEST:**

*Delia Briones*

Delia Briones  
County Clerk



10/04/2023

Date

**APPROVED AS TO FORM:**

*Evette Ugues*

Assistant County Attorney  
Evette Ugues

**EL PASO COUNTY HOSPITAL DISTRICT  
D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO**

*R. Jacob Cintron*

R. Jacob Cintron  
President and Chief Executive Officer

Date: 1/31/2024

**APPROVED AS TO FORM:**

*Daniel Collins*

Daniel Collins, Attorney



**EXHIBIT A**  
**RATE SCHEDULE**

<b>Salaries &amp; Benefits:</b>			
<b>Position</b>	<b>FTE</b>	<b>Contract, W/MD</b>	
MD - Dr Nayak	1.0	\$	318,000
Physician Coverage		\$	20,385
HR Recruiter/ Worker's Comp	0.1	\$	7,293
Unit Clerk (Reg/Sched/cashier)	1.0	\$	44,400
Clerk Coverage		\$	2,846
RN (Director)	0.15	\$	15,903
CMA	2.0	\$	96,000
CMA Coverage		\$	3,077
Coder	0.25	\$	13,728
Biller/Collector	0.25	\$	13,198
Quality nurse	0.1	\$	9,186
Data analyst/claims adjudication review	0.15	\$	12,761
<b>Salaries &amp; Benefits Total:</b>	<b>5.00</b>	<b>\$</b>	<b>556,776</b>

<b>Operations Budget</b>			
Office Supplies		\$	1,500
Medical Supplies, Clinic Medications/Flu Shots/ vaccines		\$	1,200
Pharmaceuticals		\$	25,000
Lab Services		\$	3,180
Computer Fees (EMR) & Scheduling		\$	33,600
PHIX fees		\$	-
CME		\$	3,000
ED bank		\$	4,500
On-call services		\$	4,800
Cleaning services		\$	30,000
Maintenance & Repairs		\$	6,000
Medical Waste		\$	460
Bank Courier		\$	3,180
Cell phones		\$	200
Freight & Postage		\$	250
Parking		\$	4,200
Travel & Mileage		\$	1,000
CLIA License		\$	180
<b>Operations Budget Total:</b>		<b>\$</b>	<b>122,250</b>

TOTAL COST	\$	679,026
Admin support @ 10%		67,903

<b>Grand total</b>		<b>746,928</b>
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Capital		
5 computers (4 laptop, 1 desktop)	\$	5,876
10 Monitors	\$	1,044
Docking Station	\$	216
Microsoft True Up Licensing	\$	3,735
Badge Reader/Support	\$	1,795
Deduction Reader	\$	1,200
<b>Xerox copy machine</b>	<b>\$</b>	<b>5,604</b>
Dynamap	\$	4,600
EKG Machine	\$	15,000
Payment Processing Equipment	\$	1,105
<b>Total capital</b>	<b>\$</b>	<b>40,175</b>
<b>Capital Equipment (one time cost)</b>	<b>\$</b>	<b>40,175</b>

## **EXHIBIT B**

### **EL PASO COUNTY BUILDING AND SPACE ALLOCATION POLICY**

#### **SPACE ALLOCATION**

The Public Works Department is responsible for the management and allocation of space throughout the County, as approved by Commissioners Court on May 15, 2014.

For the purpose of this policy, “space” includes all offices, suites, courtrooms, meeting rooms, general purpose rooms, public areas, and common areas within a building, assigned by Commissioners Court to a specific department, for the purpose of carrying out the responsibilities of the department. The Public Works Department oversees the process by which space is initially allocated through new construction, and all subsequent allocation, assignment, and designation of space, as well as the renovation, modification, or alteration of existing space. Once space has been allocated and assigned by Commissioners Court, it is managed by the Public Works Department, and remains in effect until changed by order of Commissioners Court.

All requests for the allocation, assignment, designation, renovation, modification, alteration, or expansion of existing space, and any changes thereof, must be processed through the Facilities Management Division of the Public Works Department. No Department Head or Elected Official has the authority to transfer space from their department to another department without following the established process and obtaining Commissioners Court approval.

The Public Works Department has the authority to make appropriate decisions regarding space based on compliance with applicable building codes including fire, plumbing, electrical, accessibility, and all federal, state, and local regulations and ordinances, as well as decisions that impact a building’s infrastructure, preservation, value, usefulness, and future occupants.

The Public Works Department has the authority to establish standards and guidelines for new building construction, renovations, alterations, infrastructure, equipment, fixtures, design, color palettes, and quality of products to ensure uniformity, consistency, compatibility, efficiency, sustainability, and longevity of the initial investment. Whenever possible, the Public Works Department will utilize the IFMA/BOMA: A Unified Approach for Measuring Office Space for Use in Facility and Property Management in determining office standards for in-house renovation projects.

The highest priority is placed on the preservation of existing buildings and practicing a conservative approach to expansion, therefore requests for additional space or the renovation of existing spaces will only be considered when all other solutions to the current conditions has been exhausted. Departments Heads and Elected Officials are expected to demonstrate that they have considered other appropriate solutions to alleviate the problem or improve the current environment such as the purchase of technology, furniture, or equipment; addressing inefficient or insufficient storage or archive practices; reducing or eliminating unnecessary equipment or bulky furniture; relocate staffing, making operational changes, or consolidating services; re-designing existing layouts; and/or establishing procedures that limits or reduces redundancy or maximizes efficiencies. All department heads and elected officials requesting space allocation, assignment, relocation, remodeling, renovating, or otherwise modifying existing space, fixtures, or equipment must submit a **Space Allocation Form** to the Facilities Management Division of the Public Works Department.

**ALL RENOVATION, MODIFICATION, AND ALTERATION TO EXISTING SPACE, FIXTURES, OR EQUIPMENT MUST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, REGARDLESS OF WHERE THE FUNDING COMES FROM.**

**It is never permissible for a Department Head or Elected Official to proceed with a project without authorization because they have adequate funding within their own budget, they are paying for it out of their own pocket, by donation, or because there is no cost to the County.**

The space allocation review process is as follows:

1. Complete the Space Allocation Request Form and submit it to the Facilities Manager. The department is encouraged to submit supplemental information and justification for the review to include pictures, growth statistics, and all efforts that have been made to accommodate the current condition without requesting additional space, or modifying an existing space.
2. Facilities Manager will review the request, which will include:
  - a. Validation of the proposed request for consideration.
  - b. Performing a needs assessment.
  - c. Comparing similar conditions in other offices, within the County, and externally if appropriate.
  - d. Identifying options to resolve current conditions.
  - e. Analyzing operational and organizational impacts.
  - f. Determining short and long terms impacts of project.
  - g. Performing cost analysis and return on investment.
  - h. Determine project execution options, usually in-house vs. outsourcing.
  - i. Develop a timeline and project plan.
  - j. Identifying appropriate funding source.
3. Facilities Manager and Public Works Director will review the assessment and make a formal recommendation that will be presented to CIP or Commissioners Court, as appropriate.
4. Approved projects less than \$500.00 do not require Commissioners Court approval as long as the department has sufficient funds to cover the cost.
5. Approved projects exceeding \$500 requires Commissioners Court approval, regardless of funding source.
  - a. Operational Budget/Special Funds: If the department has sufficient funds to cover the cost of the approved project within their operational budget or special funds, the Public Works Department will present the project to Commissioners Court for approval.
  - b. Capital Improvement Funding: If the department does not have sufficient funding to cover the cost of the approved project, the Public Works Department will present the request to the Capital Improvement Committee for approval. If approved, the project will be submitted to Commissioners Court for approval through the CIP plan.
6. Once project funding is awarded, the Facilities Manager will assist the department in executing the project as appropriate.

## **BUILDING STANDARDS**

It is important to remember that all employees of government are essentially *temporary* occupants of an office and the County has an obligation to itself and its tax payers to ensure responsible decisions are made that will endure for *decades*, not just the number of years one person holds an elected or appointed position.

## **ACCESS CONTROL**

The Facilities Management Department is responsible for access control in all County buildings, as assigned by Commissioners Court. Access control includes mechanical locks, cylinders, keys, padlocks, as well as all electronic locks, access card systems, digital keypads, etc.

No Department Head or Elected Official may install their own locks, change the existing locks, remove locks, rekey, or otherwise alter or modify any lock on any door on County property. All locks must be installed by the Facilities Management Department and all keys will be issued by the Facilities Management Department. If a department installs an unauthorized lock or replaces any lock on County property, the Facilities Management Department will report the incident to the County Sheriff's Department for investigation, the unauthorized lock will be removed, and a County-approved lock will be installed. The Facilities Management Department will seek reimbursement through Commissioners Court for all expenses associated with the lock replacement.

Department Heads and Elected Officials located at leased facilities must comply with the terms of their lease agreement. Once landlord authorization is obtained, the Facilities Management Department will assist the department in changing or installing locks upon request.

The Facilities Management Department shall have a master key and/or set of keys to all County Facilities, with the exception of detention facilities. If an area is considered "high security", the department head or elected official may install an electronic access lock with audit trail, at their expense, however FMD must have an entry code to access the area in case of emergency.

All County departments are required to abide by the County Access and Key Control Policy.

## **SECURITY DEVICES & EQUIPMENT**

The security of government buildings and protecting employees from harm a high priority, and departments are permitted to make improvements to their offices at their own expense. However, it is important that security features do not impede life safety, ADA accessibility standards, or access by the general public where appropriate, therefore all proposed security upgrade plans must be submitted to the Facilities Management Department for pre-approval before purchase. If a department installs a security feature that violates fire code, ADA regulations, or denies access to the general public where inappropriate, the Facilities Department has the authority to remove the equipment or device.

## OFFICE ENVIRONMENTS

Departments are prohibited from painting their own offices, replace flooring, remove or install new wall paper, tint windows, replace light fixtures, replacing sinks, plumbing fixtures, increasing the size of refrigerators, removing or replacing built-in cabinets or shelving.

Supplemental office furniture/fixtures brought in to the building by any employees are the sole responsibility of the employee. The Facilities Management Department will not supply expendable items such as batteries or light bulbs for personal items, nor will the items be maintained, repaired or cleaned at County expense. Upon end of employment, the employee is solely responsible for removing all personal items brought in and large items may not be disposed of in County waste containers at County expense.

All County employees are expected to respect the government property provided to them to perform their duties and take care not to cause unnecessary damage or neglect. Employees have a personal responsibility to clean up after themselves and take appropriate care to maintain their offices and equipment in good condition.

All County employees are responsible for cleaning the following areas within their departments:

1. Dusting employee desks, cubicles, and cubicles, and shelving.
2. Office equipment, i.e. computers, copiers, printers, fax machines, phones, etc.
3. Microwaves, refrigerators, coffee pots, dishes, kitchen cabinets/drawers, and break tables.
4. All personal decorative items, plants, figurines, and wall mountings.

## FURNITURE, FIXTURES, & EQUIPMENT

The County Purchasing Department is responsible for the inventory and asset management of all furniture, fixtures and equipment. While the Facilities Management Department is not responsible for FF&E assigned to specific departments, there is sometimes a logistical overlap that is addressable in the context of Building Standards.

All departments are required to return unwanted or broken furniture they no longer want through County Purchasing. It is never acceptable to abandon unwanted furniture in hallways, stairwells, lobbies, or other public places. Departments may not trade, exchange, or give their furniture to another department. If Departments are moving from one location to another, they must notify County Purchasing to determine what furniture will move with them and what furniture will stay. The Facilities Management Department will not move furniture from one location to another without authorization from Purchasing.

## SPACE HEATERS

Space heaters are **prohibited** for personal use in County offices. Not only do space heaters pose a serious fire hazard, the use of space heaters sends a false reading to the thermostat that the area is warm, thereby forcing the air conditioner to work harder and consume more energy to cool an area. Any space heater found by maintenance staff during the course of their normal work will be confiscated and held at the Facilities Management office on the 13<sup>th</sup> floor. Employees have five days to pick up their heaters and take them home. Any heater not picked up within three days will be disposed of.



**WALL MOUNTINGS**

In order to preserve the County's walls and ensure that the appropriate hardware is used, all County departments must go through the Facilities Management Department to have items mounted on the wall. The use of tape or any other type of adhesive on walls, doors, and granite is prohibited. Departments located at leased facilities shall abide by the terms of their lease agreement in regard to mounting items on the wall.

**PUBLIC ANNOUNCEMENTS / POSTINGS**

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited within interior public lobbies, elevators, hanging from light fixtures or ceiling tile grids. Departments should avoid taping items to wood doors, wall paper, and painted surfaces.

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited on exterior building surfaces, doors, trees, plants, bushes, planter containers, fire hydrants, building signage, etc.

Due to the high volume of traffic at the security checkpoint, announcements may not be displayed on the skywalk.

Unauthorized postings found in the building will be removed by the Facilities Management Department.

County Departments may utilize public lobby space to set up an easel, exhibit, or other form of display for a limited period of time. County Departments may also display announcements on the glass of their suites facing out to the lobby.

In general, the use of lobby space to make public announcements of County or government related business does not require approval by Commissioners Court.

All non-County or government related displays must contact the Facilities Management Department for prior approval, and are subject to Commissioners Court approval.

## **EXHIBIT C**

### **BUSINESS ASSOCIATE SERVICES ADDENDUM**

This Business Associate Services Addendum ("Addendum") is entered into by and between **El Paso County Hospital District dba University Medical Center of El Paso** ("Business Associate"), and **County of El Paso** ("Covered Entity") and shall apply to Business Associate only in its capacity as a Business Associate under the Privacy and Security Rules and the HITECH Act.

#### **1. Reasons for Addendum**

**Whereas**, this Addendum is entered into and made a part of the written Interlocal Agreement under which Business Associate provides an Employee Health Clinic to Covered Entity (the "Service Agreement") between the parties;

**Whereas**, this Addendum is entered into as of the first day of 1st day of January 2023;

**Whereas**, as part of its provision of service to Covered Entity under the Service Agreement, Business Associate may obtain and possess certain "Protected Health Information" (as defined below) from Covered Entity;

**Whereas**, the parties are committed to complying with the Department of Health and Human Services ("DHHS") regulations, Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Part 160, Part 162 and Part 164, Subparts A, C, E (the "Privacy and Security Rules"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Standards for Breach Notification for Unsecured Protected Health Information, 45 CFR Part 164, Subpart D, under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as incorporated in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

**Whereas**, as a result of the Privacy and Security Rules and the HITECH Act, the parties wish to amend the Service Agreement to comply with the Privacy and Security Rules and the HITECH Act.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and as a condition of the continuation of the Service Agreement, the parties agree to the following:

#### **2. Definitions**

- a) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules and the HITECH Act.
- b) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, shall include, but shall not be limited to, **"Electronic Protected Health Information" or "Electronic PHI"**, as defined below, and shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) **"Electronic Protected Health Information" or "Electronic PHI"** shall mean PHI that is transmitted by or maintained in electronic media, as the term "electronic protected health information" is defined in 45 CFR 160.103.
- e) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- g) **"Security Incident"** shall mean the attempted or unsuccessful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR 164.304.

- h) **“Breach”** shall have the same meaning as “breach” under 45 CFR 164.402.
- i) **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall have the same meaning as “unsecured Protected Health Information” or “unsecured PHI” under 45 CFR 164.402.
- j) **“Discovery”** shall refer to the first day on which a Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate, as described under 45 CFR 164.410(2).

### **3. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Service Agreement, this Addendum or as Required By Law.
- b) Business Associate agrees to use appropriate safeguards and commercially reasonable efforts to prevent use or disclosure of the PHI other than as provided for by this Addendum.
- c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- d) Business Associate agrees to notify Covered Entity without unreasonable delay, and in no event later than 60 calendar days following the Discovery of any Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum of which Business Associate becomes aware, including, but not limited to, any Security Incident relating to Electronic PHI. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, as well as any other information required by 45 CFR 164.404(c), including, but not limited to, a brief description of what happened, the types of Unsecured PHI involved, and steps Individuals should take to protect themselves.
- e) Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information, including, but not limited to, ensuring that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement the safeguards described in Section 2(e) of this Addendum, to protect such Electronic PHI.
- g) Business Associate agrees to provide during normal business hours and upon ten (10) days prior written notice from Covered Entity, access to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524, and where applicable, in accordance with the HITECH Act.
- h) Business Associate agrees to provide access, at the written request of an Individual, to that Individual’s PHI in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Business Associate’s response to an Individual’s request for access shall be timely if the requested PHI is maintained or accessible to Business Associate on-site, and Business Associate grants or denies the request in writing within 30 days of the earlier of either Business Associate’s or Covered Entity’s receipt of the request. However, if the requested information is not maintained or accessible to Business Associate on-site, Business Associate will grant or deny the request in writing within 60 days after the earlier of either Business Associate’s or Covered Entity’s receipt of the request. If Business Associate is unable to process an Individual’s request within the respective 30-day or 60-day periods, Business Associate may be granted one additional extension for up to 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request. Each request made by an Individual for such access shall be subject to a charge for both the copies of the information and staff time to copy the information, plus postage for mailing the requested information. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for an accounting.

- i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual. Business Associate's response to an Individual's request for amendment shall be timely if Business Associate grants or denies the request in writing within 60 days after the earlier of either Business Associate's or Covered Entity's receipt of the request. If Business Associate is unable to process an Individual's request within the 60-day period, Business Associate may extend the period for responding to a request up to an additional 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request for amendment.
- j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available during normal business hours and upon ten (10) days prior written notice, to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations..
- l) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2(k) of this Addendum, to permit either Business Associate or Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations. Business Associate may require Covered Entity's or an Individual's request for an accounting of disclosures to be in writing. Business Associate must act on the Individual's request for an accounting no later than 60 days after the earlier of either Business Associate's or Covered Entity's receipt of such request. Business Associate may have one additional extension for up to 30 days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any 12-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for a subsequent accounting.

Notwithstanding any other requirement under this Subparagraph (l), Business Associate shall not be required to provide an accounting of any disclosure made: (i) to carry out Treatment, Payment and Health Care Operations, as those terms are defined in 45 CFR 164.501, except where such accounting is required by the HITECH Act, and as of the effective dates of this provision of the HITECH Act; (ii) to an Individual or authorized by the Individual; (iii) incident to a use or disclosure otherwise permitted or required by the Privacy and Security Rules; (iv) to persons involved in the Individual's care or for other notification purposes provided for in 45 CFR 164.510 of the Privacy and Security Rules; (v) for national security or intelligence purposes; (vi) to correctional institutions or law enforcement officials; (vii) as part of a limited data set in accordance with 45 CFR 164.514(e) of the Privacy and Security Rules; or (viii) made prior to April 14, 2003 or the effective date of the Privacy and Security Rules, if later.

- m) In all cases, Business Associate shall only use or disclose the "Minimum Necessary" amount of PHI required for it to perform under the Service Agreement or this Addendum. "Minimum Necessary" shall have the meaning set forth for such term in the Privacy and Security Rules. To the extent Covered Entity determines that Business Associate is disclosing more than is the Minimum Necessary, Covered Entity shall notify Business Associate in writing of such determination.
- n) Business Associate agrees to comply with all other applicable requirements of the Privacy and Security Rules as such rules apply to Business Associate.



- o) Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

#### **4. Permitted Uses and Disclosures by Business Associate**

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services (including, but not limited to, to carry out Treatment, Payment and Health Care Operations) for, or on behalf of, Covered Entity as specified in the Service Agreement or this Addendum, provided that such use or disclosure would not violate the Privacy and Security Rules or the HITECH Act if done by Covered Entity.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e) Except as otherwise limited in this Addendum, Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) of the Privacy and Security Rules, and further provided that Covered Entity maintains the documentation required by 45 CFR 164.514(b) of the Privacy and Security Rules, which may be in the form of a written assurance from Business Associate.
- f) Except as otherwise limited in this Addendum, Business Associate may report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).
- g) Except as otherwise limited in this Addendum, Business Associate may use PHI to create a limited data set or may disclose PHI in a limited data set, consistent with the requirements of 45 CFR 164.514(e).
- h) If Plan Sponsor is eligible for, and elects to participate in, the Early Retiree Reinsurance Program ("ERRP"), Plan Sponsor authorizes Business Associate to use and disclose PHI as necessary to HHS to assist Plan Sponsor with its application for ERRP funds and administration of ERRP payments from HHS. Such use or disclosure of PHI by Business Associate shall be at a time and in a manner specified by the HHS Secretary in guidance, information, data, documents, and records necessary for the Plan Sponsor to comply with the requirements of the ERRP, as specified in 45 C.F.R. 149.35.

## **5. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) 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 CFR 164.522.
- d) Covered Entity shall provide Business Associate with the policies and procedures the Covered Entity implements in accordance with 45 CFR 164.530 and will provide updates to Business Associate of any changes to such policies and procedures, to the extent such policy or change may affect Business Associate's use or disclosure of PHI.
- e) Covered Entity shall notify Business Associate of the designation of a Privacy Official and any changes of such designation, as well as the names of those persons who are to be given access to PHI to be disclosed to Covered Entity or on behalf of Covered Entity.
- f) Pursuant to Section 2(j) of this Addendum, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the internal practices, books, and records relating to the use and disclosure of PHI for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance on the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection, and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.
- g) When notified of a Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum by Business Associate, Covered Entity agrees to notify the affected Individual, the Secretary and/or the media as required by 45 CFR 164.404, 164.406, and 164.408.

## **6. Term and Termination**

- a) Term. This Addendum shall terminate on the date the Service Agreement terminates.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum or a violation of the Privacy and Security Rules, Covered Entity shall provide Business Associate written notice and a thirty (30) day period for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within such thirty (30) day period, Plan Sponsor may terminate this Addendum upon written notice. Plan Sponsor may immediately terminate this Addendum upon written notice if Business Associate has breached a material term of this Addendum and cure is not possible.
- c) Effect of Termination.
  - 1) Except as provided in sub-paragraph (c)(2) of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return



or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 7. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy and Security Rules or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b) **Amendment.** The Parties agree to enter into good faith negotiations as are necessary to amend this Addendum from time to time for the parties to comply with the requirements of the Privacy and Security Rules, HIPAA, and the HITECH Act.
- c) **Survival.** The respective rights and obligations of the parties under this Addendum shall survive the termination of this Addendum.
- d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Rules and the HITECH Act.
- e) **No Third-Party Beneficiaries.** Nothing in this Addendum either express or implied is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) **Validity of Service Agreement.** Except as expressly set forth herein, all remaining provisions of the Service Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their respective officers duly authorized to do so.

### **Business Associate**

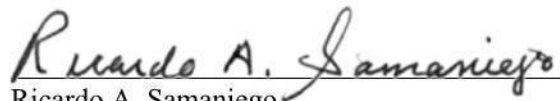
**EL PASO COUNTY HOSPITAL DISTRICT DBA  
UNIVERSITY MEDICAL CENTER OF EL PASO**



R. Jacob Cintron  
President and Chief Executive Officer

### **Covered Entity**

**COUNTY OF EL PASO, FOR AND  
ON BEHALF OF ITS GROUP HEALTH PLANS.**



Ricardo A. Samaniego  
County Judge

Reviewed by Legal Department:



Daniel Collins, Attorney

**Invoice**



UNIVERSITY MEDICAL CENTER  
OF EL PASO

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

Date: 03/28/25  
Invoice #: 25FEB5070-134130  
PO#:  
Terms: Net 30 Days  
Shipped:  
FOB:

ATTN: Michelle Lopez Email: michelle.lopez2@umcelpaso.org  
Ph: (915) 521-7508 Fax: (915) 521-7888

Ship To

Bill To

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
[Email:](#)

El Paso County  
ATTN: Verenice Acosta  
500 E Overland Ave  
EL PASO TX 79901  
Phone:  
Email:

Item	Part#	Description	Unit	Quantity	Unit Price	Amount
		<b>FEBRUARY 2025</b>				
		<b>Salaries &amp; Benefits:</b>				
		MD - Dr Nayak				\$ 25,159.72
		HR Recruiter / Worker's Comp				\$ 676.08
		Unit Clerk (Reg/Sched/cashier)				\$ 4,682.30
		RN (Director)				\$ 1,336.53
		CMA				\$ 7,333.68
		Coder				\$ 1,144.00
		Biller/Collector				\$ 1,099.83
		Quality nurse				\$ 671.97
		Data analyst/claims adjudication review				\$ 796.88
		Benefits				\$ 5,610.09
		<b>Operations:</b>				
		Office Supplies				\$ 215.73
		Medical Supplies (Medications, Flu shots, Vaccines)				\$ 241.88
		Pharmaceuticals				\$ 491.90
		Lab Services				\$ -
		Computer Fees (EMR) & Scheduling				\$ 2,800.00
		CME				\$ -
		ED Bank				\$ 59.95
		On-call Services				\$ -
		Cleaning Services				\$ -
		Maintenance & Repairs				\$ -
		Medical Waste				\$ -
		Bank Courier				\$ 229.67
		Cell Phones				\$ -
		Freight & Postage				\$ -
		Parking				\$ 739.00
		Travel & Mileage				\$ -
		CLIA License				\$ -
		<b>Admin Support (10%)</b>				\$ 5,328.92

PLEASE REFERENCE THIS ACCOUNT NUMBER IN YOUR PAYMENT  
25FEB5070-134130

Total Amount	\$ 58,618.13
Tax	\$ -
Shipping	
<b>Total Invoice</b>	<b>\$ 58,618.13</b>
Payment	
<b>Balance Due</b>	<b>\$ 58,618.13</b>

Message

PLEASE MAIL PAYMENT TO :  
EL PASO COUNTY HOSPITAL DISTRICT  
P.O. BOX 202479  
DALLAS, TEXAS 75320-2479

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF EL PASO  
AND  
THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A  
UNIVERSITY MEDICAL CENTER OF EL PASO  
FOR ONSITE EMPLOYEE HEALTH CLINIC SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between the COUNTY of El Paso ("COUNTY"), and the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMCEP"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. COUNTY and UMCEP are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the COUNTY and UMCEP are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Chapters 157 and 172 of the Texas Local Government Code permit the COUNTY to offer health benefits to its employees, including an employee clinic; and

**WHEREAS**, Chapter 281 of the Texas Health & Safety Code permits UMCEP to contract with the COUNTY to provide medical care, including an employee clinic; and

**WHEREAS**, such a cooperative effort is in each Party's best interest of providing medical care to employees of the COUNTY; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the **Parties** regarding the services covered herein.

**NOW THEREFORE**, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I.            EMPLOYEE HEALTH CLINIC SERVICES**

**A. PURPOSE**

The purpose of this agreement is to provide and administer health care services to Covered Persons. "Covered Persons" are defined as all COUNTY employees enrolled in the COUNTY health plan; all COUNTY employee dependents enrolled in the COUNTY health plan; COUNTY retirees enrolled in the COUNTY health plan but not enrolled in Medicare or Medicaid; COUNTY retirees' dependents that are enrolled on the COUNTY health plan; and COUNTY COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) participants and their dependents enrolled in the COUNTY health plan.

**B. EMPLOYEE CLINIC AND ANCILLARY SERVICES FOR COVERED PERSONS.**

UMCEP shall provide Clinical Services, as described in Article I(B)(2) of this Agreement ("Clinical Services") to Covered Persons at the locations described below.

**1. Employee Health Clinic Operations.**

- a) **Courthouse Employee Health Clinic.** The Courthouse Employee Health Clinic shall provide Clinical Services to Covered Persons each weekday from 7:30 a.m. to 4:00 p.m., with the exception of County holidays and as otherwise agreed to in writing by the Parties. The Courthouse Employee Health Clinic shall be staffed at minimum by a physician or physician-supervised nurse practitioner, medical assistant, and 1-2 support staff. It shall offer appointments as well as walk-in services. UMCEP shall provide to the COUNTY sufficient documentation verifying the credentials, degrees, licenses and proof of liability and malpractice insurance coverage for the clinic and its personnel.
- b) **Parking Validation.** UMCEP staff shall validate parking to Covered Persons who request validation and park in the COUNTY's day use parking garage. UMCEP staff will maintain and submit a log of employee issued parking validations monthly to the COUNTY. The validating parking stamp will be provided by the COUNTY.
- c) **Eligibility.** It is UMCEP's responsibility to determine benefit eligibility prior to providing services. In the event UMCEP is unable to verify eligibility, UMCEP may contact the COUNTY's Human Resources Department to confirm eligibility at 915-546-2218, during normal COUNTY Human Resources Department operational hours. The COUNTY will not be liable for services provided to persons who are not Covered Persons.

**2. UMCEP shall provide the following services to all Covered Persons at the Employee and UMCEP Health Clinics.**

- a) Primary Care Services;
- b) Basic inoculation and vaccination programs; and
- c) Non-routine labs.

**3. This Agreement does not relate to or include Clinical Services related to worker's compensation claims.** The Employee Health Clinic at the County Courthouse location may not and shall not provide healthcare services related to worker's compensation claims. UMCEP may provide healthcare services related to workers compensation claims at the UMCEP Health Clinics in accordance with UMCEP's policies. Any such provision of services by UMCEP is outside the purview of this Agreement.

**4. Laboratory Services for Covered Persons with Orders from the Employee Health Clinic Health Care Provider.** The Employee Health Clinic shall provide a draw station and specimen collection for Covered Persons with orders for laboratory tests from the Employee Health Clinic health care provider. At the Covered Person's option, UMCEP shall provide courier services to transport the specimens to the UMCEP regional laboratory for results that will be communicated by UMCEP to the ordering physician or provider.

**5. Special Health Care Events.** In addition to the services described above, the COUNTY and UMCEP may jointly host special health care events for Covered Persons. Such special health care events may include health fairs, educational sessions, or other opportunities to provide health care options or education for the benefit of the COUNTY. The fees, if any, for these special events shall be mutually agreed to by the Parties, in writing, in advance of the event(s).

The flu vaccination event shall be governed by the terms of a separate agreement.

## **C. REPORTS.**

### **1. UMCEP shall provide monthly utilization reports to the COUNTY:**

- a) UMC shall provide to the COUNTY a report each month with the information listed below. The report shall include data related to Covered Persons under this Agreement. The report shall include the following:
  - i. The number of patients utilizing the onsite clinic.
  - ii. The number of patients referred to other medical providers.
  - iii. The average time spent at the clinic per patient.
  - iv. The total of patient hours spent at the clinic.
  - v. The number of patients receiving flu Vaccinations.
  - vi. The type of visit.

### **2. Quarterly Reports.** UMCEP shall provide quarterly reports to the COUNTY that include the total cost to the COUNTY and a breakdown of costs for services rendered at the clinic.

## **ARTICLE II. COMPENSATION AND PAYMENT FOR SERVICES FOR COVERED PERSONS.**

### **A. FEES FOR SERVICES – COVERED PERSONS.**

- 1. **Primary Care Services.** For Covered Persons, UMCEP shall invoice the COUNTY for Covered Persons at the following rates:

#### **Courthouse**

County:

Upon invoice by UMCEP, COUNTY will pay UMCEP in accordance with Exhibit A- Rate Schedule. Payment is based upon actual cost of services and supplies provided plus a 10% administrative fee, and not on a per-employee basis. The administrative fee is 10 % of the actual cost of services and supplies, which does not include any capital improvement costs. COUNTY shall not withhold any disputed amount and shall, instead, exercise its rights under the dispute resolution provisions contained herein. COUNTY will pay UMCEP a mutually agreed amount for any reasonable and documented additional expenses incurred on COUNTY' s behalf in the evacuation of the County Courthouse in response to or in anticipation of a natural disaster.

Covered Persons co-pay:

UMC will charge and retain Covered Persons five dollar (\$5.00) co-pay at the Courthouse Employee Health Clinic.

- 2. **Preventive Care.** Preventive Care costs shall be part of the covered clinic services at no cost to the Covered Persons.

3. **Flu Vaccinations.** Flu Vaccinations and costs shall be part of the covered clinic services at no cost to the Covered Persons.
4. **Appointments.** UMCEP shall offer appointment services at the Courthouse. UMCEP shall bill the Covered Person directly for any fees associated for failing to notify UMCEP of cancellations prior to appointments as outlined in the UMC Patient Policy and Procedures and signed by the Covered Person at initial registration. At the sole discretion of UMCEP, the fees may be waived in whole or in part and shall not exceed \$20.00 per instance. The COUNTY will not be liable for any fees associated with missed appointment services.
5. **Immunizations.** Immunizations for Covered Persons
6. **Prescriptions.** Prescriptions for Covered Persons

## **B. COMPENSATION.**

Compensation and payment for service for covered persons is described under Article II A

## **ARTICLE III. EMPLOYEE HEALTH CLINIC PREMISES.**

### **A. COUNTY RESPONSIBILITIES.**

1. The COUNTY agrees to provide a suitable location on the COUNTY property and all available utilities (standard electrical, gas, water, telephone lines, data lines, and internet access for normal health clinic operations) to support the operation of the Courthouse Employee Health Clinics.
2. Janitorial duties and general cleaning for the Courthouse Employee Health Clinic shall be provided by the COUNTY at the COUNTY's expense.
3. The Courthouse Employee Health Clinic shall be subject to UMCEP's inspection to ensure that the sites adhere to legal requirements for employee health clinics, including (without limitation) privacy, safety, cleanliness, patient confidentiality, and safe storage.
4. The Courthouse Employee Health Clinic is located at the County Courthouse, 500 E. San Antonio, Suite LL106, El Paso Texas, 79901; however, it may be relocated by the COUNTY if required.
5. Additional County Employee Health Clinic sites may be added upon mutual written consent of both Parties.

### **B. BUILDING AND SPACE ALLOCATION.**

UMCEP shall comply with the COUNTY'S Building and Space Allocation Policy to the extent not inconsistent with the terms of this Agreement. The policy is attached for the Parties' convenience as **Exhibit B**. The COUNTY may amend the policy at any time by providing written notice to UMCEP.

### **C. ALTERATIONS AND IMPROVEMENTS.**

1. UMCEP shall provide, at its own expense, computer equipment and telephones that are compatible with the COUNTY phone system. UMCEP shall make no other alterations to the Courthouse Employee Health



Clinic premises or construct any signage or other improvements upon or around the premises without first having obtained the written consent of the COUNTY.

2. Any alterations or improvements made to Courthouse Employee Health Clinic must conform to all applicable City, County, State and Federal regulations pertaining to employee health clinic design and construction.

#### **D. MAINTENANCE OF PREMISES BY UMCEP.**

During the term of this Agreement UMCEP shall at UMCEP's own cost and expense, maintain the Courthouse Clinic and the furnishings, equipment, and fixtures therein in good order and repair and in a safe condition. Should the COUNTY's property or the furnishings, equipment, and fixtures therein be damaged or destroyed by fire, the elements, or acts of God, UMCEP shall be under no obligation with respect to the COUNTY's property, equipment, furnishings, and fixtures.

#### **E. OWNERSHIP OF IMPROVEMENTS.**

Any and all permanent alterations, changes and improvements built, constructed or affixed upon by or for UMCEP at the Courthouse, shall become and remain the property of the COUNTY. However, in the event of termination or expiration of the Agreement, UMCEP shall have the option to remove and take the furniture, fixtures, and improvements it actually paid for and restore the premises to their original condition at UMCEP's expense. Improvements are presumed to have been paid for by the COUNTY unless documentation is presented to the contrary by either Party.

#### **F. DESTRUCTION OF PREMISES.**

Should any of UMCEP's equipment, furnishings, fixtures, or improvements within or about the Courthouse be damaged or destroyed by fire, the elements, acts of God, or by any other causes, except the intentional destruction of property by the COUNTY, the COUNTY shall be under no obligation for the damage or destruction. UMCEP otherwise places its equipment, furnishings, and fixtures in the Courthouse Clinic at its own risk.

### **ARTICLE IV.**

### **TERM AND TERMINATION; DISPUTE RESOLUTION**

#### **A. TERM.**

This Agreement shall be effective when signed by all Parties and shall terminate on December 31, 2024 with the option to renew for three additional one (1) year periods by mutual agreement of both parties. Upon expiration of the term of this Agreement, this Agreement will continue on a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless sixty (60) days written notice of termination or intention not to renew is given by either Party, or this Agreement is superseded by a subsequent agreement.

#### **B. ACTUAL COST ESCALATOR**

After the initial two (2) year term of the Agreement, and for each subsequent one (1) year renewal, the contract will be adjusted annually by an amount equal to the actual cost increases incurred by UMCEP. UMCEP will submit a proposed budget to the County for the upcoming year no later than June 30th to assist the County in preparing its own budget for the upcoming fiscal year.

#### **C. MODIFICATION OF CONSIDERATION**

Either Party may request a modification in the consideration paid under the terms of this Agreement. **ANY PROPOSED MODIFICATION MUST BE IN WRITING AND SIGNED BY A PERSON AUTHORIZED TO ENGAGE IN NEGOTIATIONS WITH THE OTHER PARTY AND OTHERWISE IN ACCORDANCE WITH PARAGRAPH VI (K), below.** If the COUNTY and UMCEP cannot reach an agreement on the amount of consideration to be paid, then either Party may terminate the Agreement in accordance with this section.

#### **D. TERMINATION**

Either Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to terminate, or upon mutual consent. Either Party may terminate this Agreement without notice immediately in the event that changes to federal or state laws, regulations and/or policies prohibit the purpose of this Agreement. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

#### **E. DISPUTE RESOLUTION**

The parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. The COUNTY must give written notice to UMCEP of a claim for breach of this Agreement no later than the 180th day after the date of the event giving rise to the claim. By its execution of this Agreement, the COUNTY acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UMCEP's or the COUNTY's immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

## **ARTICLE V.**

## **RECORDS.**

### **A. CONFIDENTIALITY OF RECORDS.**

Records and information relating to Covered Persons may be shared between the Parties, as permitted by law, when the sharing of records and information may serve the purposes of this Agreement. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties have entered into a Business Associate Agreement contemporaneously with this Interlocal Agreement, attached hereto and incorporated herein as **Exhibit C**. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code. The Parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

### **B. TEXAS PUBLIC INFORMATION ACT.**

The Parties are political subdivisions of the State of Texas and governed by the Texas Public Information Act, Chapter 552, Texas Government Code. In the event any Party receives a request under the Public Information Act for Confidential Information it 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 Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Parties, their respective officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that any Party, its officers and employees shall have no liability to any other Party for disclosure to the public in reliance on a decision by the Attorney General.

## **ARTICLE VI**

## **TERMS AND CONDITIONS.**

### **A. NOTICE.**

All notices under this Agreement shall be sent by certified United States Post Office Mail, return receipt request, or other traceable method of delivery, and shall be deemed delivered upon receipt. Notices shall be mailed to the following address:

**To COUNTY:** Ricardo A. Samaniego County Judge  
500 East San Antonio, Suite 301  
El Paso County Courthouse  
El Paso, Texas 79901

With a copy to: Chief Human Resources Officer  
Deputy Human Resources Officer  
500 E. Overland  
El Paso, Texas 79901

**To UMCEP:** R. Jacob Cintron, President and C.E.O.

El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

With a copy to: Managed Care Contracting and Business Development office  
El Paso County Hospital District  
d/b/a University Medical Center of El Paso  
4815 Alameda Avenue  
El Paso, TX 79905

## **B. INDEPENDENT CONTRACTOR.**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the COUNTY and UMCEP or between the COUNTY and any healthcare provider or staff provided by UMCEP. All medical services are being provided by UMCEP. It is understood by the Parties that the COUNTY is not providing medical services or healthcare to any person.

## **C. ASSIGNMENT.**

Neither Party to this Agreement shall sell, assign, transfer or convey this Agreement, in whole in part, without the prior written consent of the other Party.

## **D. NO RIGHTS IMPLIED.**

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any Party not a signatory hereto. The Parties to this Agreement do not intend for any other party to obtain a right by virtue of this Agreement.

## **E. GOVERNMENTAL FUNCTION AND GOVERNMENTAL IMMUNITY.**

The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY or of UMCEP, which in any way pertains to or arises out of this Agreement falls within the definition of a governmental function. Each Party reserves, and does not waive or relinquish, any immunity or defense on behalf of itself, its agents, trustees, officers or employees. Any provision of this Agreement that imposes an obligation or restriction on either Party that is prohibited by law shall not be enforceable.

## **F. GOVERNING LAW.**

For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the 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.

## **G. SEVERABILITY.**

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted from the

Agreement to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the Parties.

#### **H. AUTHORITY.**

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

#### **I. ENTIRE AGREEMENT.**

This writing constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by all Parties. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the services covered herein.

#### **J. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument.

#### **K. AMENDMENT; MUTUALLY AGREED TO BY THE PARTIES.**

**NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE TERMS OF THIS AGREEMENT SHALL BE BINDING UNLESS THE SAME BE IN WRITING, DATED SUBSEQUENT TO THE DATE OF THIS AGREEMENT, AND DULY EXECUTED BY THE PARTIES TO THIS AGREEMENT WITH SPECIFIC AUTHORITY OF THEIR RESPECTIVE GOVERNING BOARDS.**

#### **L. EXHIBITS.**

The following Exhibits are attached hereto and incorporated herein as though fully set forth:

**Exhibit A** – Rate Schedule

**Exhibit B** – County's Building and Space Allocation Policy

**Exhibit C** – Business Associate Addendum

**[SIGNATURES ON NEXT PAGE]**

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE COUNTY OF EL PASO:**

*Ricardo A. Samaniego*

Honorable Ricardo A. Samaniego  
El Paso County Judge

09/25/2023

Date

**ATTEST:**

*Delia Briones*

Delia Briones  
County Clerk



10/04/2023

Date

**APPROVED AS TO FORM:**

*Evette Ugues*

Assistant County Attorney  
Evette Ugues

**EL PASO COUNTY HOSPITAL DISTRICT  
D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO**

*R. Jacob Cintron*

R. Jacob Cintron  
President and Chief Executive Officer

Date: 1/31/2024

**APPROVED AS TO FORM:**

*Daniel Collins*

Daniel Collins, Attorney



**EXHIBIT A**  
**RATE SCHEDULE**

<b>Salaries &amp; Benefits:</b>			
<b>Position</b>	<b>FTE</b>	<b>Contract, W/MD</b>	
MD - Dr Nayak	1.0	\$	318,000
Physician Coverage		\$	20,385
HR Recruiter/ Worker's Comp	0.1	\$	7,293
Unit Clerk (Reg/Sched/cashier)	1.0	\$	44,400
Clerk Coverage		\$	2,846
RN (Director)	0.15	\$	15,903
CMA	2.0	\$	96,000
CMA Coverage		\$	3,077
Coder	0.25	\$	13,728
Biller/Collector	0.25	\$	13,198
Quality nurse	0.1	\$	9,186
Data analyst/claims adjudication review	0.15	\$	12,761
<b>Salaries &amp; Benefits Total:</b>	<b>5.00</b>	<b>\$</b>	<b>556,776</b>

<b>Operations Budget</b>			
Office Supplies		\$	1,500
Medical Supplies, Clinic Medications/Flu Shots/ vaccines		\$	1,200
Pharmaceuticals		\$	25,000
Lab Services		\$	3,180
Computer Fees (EMR) & Scheduling		\$	33,600
PHIX fees		\$	-
CME		\$	3,000
ED bank		\$	4,500
On-call services		\$	4,800
Cleaning services		\$	30,000
Maintenance & Repairs		\$	6,000
Medical Waste		\$	460
Bank Courier		\$	3,180
Cell phones		\$	200
Freight & Postage		\$	250
Parking		\$	4,200
Travel & Mileage		\$	1,000
CLIA License		\$	180
<b>Operations Budget Total:</b>		<b>\$</b>	<b>122,250</b>

TOTAL COST	\$	679,026
Admin support @ 10%		67,903

<b>Grand total</b>		<b>746,928</b>
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Capital		
5 computers (4 laptop, 1 desktop)	\$	5,876
10 Monitors	\$	1,044
Docking Station	\$	216
Microsoft True Up Licensing	\$	3,735
Badge Reader/Support	\$	1,795
Deduction Reader	\$	1,200
<b>Xerox copy machine</b>	<b>\$</b>	<b>5,604</b>
Dynamap	\$	4,600
EKG Machine	\$	15,000
Payment Processing Equipment	\$	1,105
<b>Total capital</b>	<b>\$</b>	<b>40,175</b>
<b>Capital Equipment (one time cost)</b>	<b>\$</b>	<b>40,175</b>

## **EXHIBIT B**

### **EL PASO COUNTY BUILDING AND SPACE ALLOCATION POLICY**

#### **SPACE ALLOCATION**

The Public Works Department is responsible for the management and allocation of space throughout the County, as approved by Commissioners Court on May 15, 2014.

For the purpose of this policy, “space” includes all offices, suites, courtrooms, meeting rooms, general purpose rooms, public areas, and common areas within a building, assigned by Commissioners Court to a specific department, for the purpose of carrying out the responsibilities of the department. The Public Works Department oversees the process by which space is initially allocated through new construction, and all subsequent allocation, assignment, and designation of space, as well as the renovation, modification, or alteration of existing space. Once space has been allocated and assigned by Commissioners Court, it is managed by the Public Works Department, and remains in effect until changed by order of Commissioners Court.

All requests for the allocation, assignment, designation, renovation, modification, alteration, or expansion of existing space, and any changes thereof, must be processed through the Facilities Management Division of the Public Works Department. No Department Head or Elected Official has the authority to transfer space from their department to another department without following the established process and obtaining Commissioners Court approval.

The Public Works Department has the authority to make appropriate decisions regarding space based on compliance with applicable building codes including fire, plumbing, electrical, accessibility, and all federal, state, and local regulations and ordinances, as well as decisions that impact a building’s infrastructure, preservation, value, usefulness, and future occupants.

The Public Works Department has the authority to establish standards and guidelines for new building construction, renovations, alterations, infrastructure, equipment, fixtures, design, color palettes, and quality of products to ensure uniformity, consistency, compatibility, efficiency, sustainability, and longevity of the initial investment. Whenever possible, the Public Works Department will utilize the IFMA/BOMA: A Unified Approach for Measuring Office Space for Use in Facility and Property Management in determining office standards for in-house renovation projects.

The highest priority is placed on the preservation of existing buildings and practicing a conservative approach to expansion, therefore requests for additional space or the renovation of existing spaces will only be considered when all other solutions to the current conditions has been exhausted. Departments Heads and Elected Officials are expected to demonstrate that they have considered other appropriate solutions to alleviate the problem or improve the current environment such as the purchase of technology, furniture, or equipment; addressing inefficient or insufficient storage or archive practices; reducing or eliminating unnecessary equipment or bulky furniture; relocate staffing, making operational changes, or consolidating services; re-designing existing layouts; and/or establishing procedures that limits or reduces redundancy or maximizes efficiencies. All department heads and elected officials requesting space allocation, assignment, relocation, remodeling, renovating, or otherwise modifying existing space, fixtures, or equipment must submit a **Space Allocation Form** to the Facilities Management Division of the Public Works Department.

**ALL RENOVATION, MODIFICATION, AND ALTERATION TO EXISTING SPACE, FIXTURES, OR EQUIPMENT MUST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, REGARDLESS OF WHERE THE FUNDING COMES FROM.**

**It is never permissible for a Department Head or Elected Official to proceed with a project without authorization because they have adequate funding within their own budget, they are paying for it out of their own pocket, by donation, or because there is no cost to the County.**

The space allocation review process is as follows:

1. Complete the Space Allocation Request Form and submit it to the Facilities Manager. The department is encouraged to submit supplemental information and justification for the review to include pictures, growth statistics, and all efforts that have been made to accommodate the current condition without requesting additional space, or modifying an existing space.
2. Facilities Manager will review the request, which will include:
  - a. Validation of the proposed request for consideration.
  - b. Performing a needs assessment.
  - c. Comparing similar conditions in other offices, within the County, and externally if appropriate.
  - d. Identifying options to resolve current conditions.
  - e. Analyzing operational and organizational impacts.
  - f. Determining short and long terms impacts of project.
  - g. Performing cost analysis and return on investment.
  - h. Determine project execution options, usually in-house vs. outsourcing.
  - i. Develop a timeline and project plan.
  - j. Identifying appropriate funding source.
3. Facilities Manager and Public Works Director will review the assessment and make a formal recommendation that will be presented to CIP or Commissioners Court, as appropriate.
4. Approved projects less than \$500.00 do not require Commissioners Court approval as long as the department has sufficient funds to cover the cost.
5. Approved projects exceeding \$500 requires Commissioners Court approval, regardless of funding source.
  - a. Operational Budget/Special Funds: If the department has sufficient funds to cover the cost of the approved project within their operational budget or special funds, the Public Works Department will present the project to Commissioners Court for approval.
  - b. Capital Improvement Funding: If the department does not have sufficient funding to cover the cost of the approved project, the Public Works Department will present the request to the Capital Improvement Committee for approval. If approved, the project will be submitted to Commissioners Court for approval through the CIP plan.
6. Once project funding is awarded, the Facilities Manager will assist the department in executing the project as appropriate.

## **BUILDING STANDARDS**

It is important to remember that all employees of government are essentially *temporary* occupants of an office and the County has an obligation to itself and its tax payers to ensure responsible decisions are made that will endure for *decades*, not just the number of years one person holds an elected or appointed position.

## **ACCESS CONTROL**

The Facilities Management Department is responsible for access control in all County buildings, as assigned by Commissioners Court. Access control includes mechanical locks, cylinders, keys, padlocks, as well as all electronic locks, access card systems, digital keypads, etc.

No Department Head or Elected Official may install their own locks, change the existing locks, remove locks, rekey, or otherwise alter or modify any lock on any door on County property. All locks must be installed by the Facilities Management Department and all keys will be issued by the Facilities Management Department. If a department installs an unauthorized lock or replaces any lock on County property, the Facilities Management Department will report the incident to the County Sheriff's Department for investigation, the unauthorized lock will be removed, and a County-approved lock will be installed. The Facilities Management Department will seek reimbursement through Commissioners Court for all expenses associated with the lock replacement.

Department Heads and Elected Officials located at leased facilities must comply with the terms of their lease agreement. Once landlord authorization is obtained, the Facilities Management Department will assist the department in changing or installing locks upon request.

The Facilities Management Department shall have a master key and/or set of keys to all County Facilities, with the exception of detention facilities. If an area is considered "high security", the department head or elected official may install an electronic access lock with audit trail, at their expense, however FMD must have an entry code to access the area in case of emergency.

All County departments are required to abide by the County Access and Key Control Policy.

## **SECURITY DEVICES & EQUIPMENT**

The security of government buildings and protecting employees from harm a high priority, and departments are permitted to make improvements to their offices at their own expense. However, it is important that security features do not impede life safety, ADA accessibility standards, or access by the general public where appropriate, therefore all proposed security upgrade plans must be submitted to the Facilities Management Department for pre-approval before purchase. If a department installs a security feature that violates fire code, ADA regulations, or denies access to the general public where inappropriate, the Facilities Department has the authority to remove the equipment or device.

## OFFICE ENVIRONMENTS

Departments are prohibited from painting their own offices, replace flooring, remove or install new wall paper, tint windows, replace light fixtures, replacing sinks, plumbing fixtures, increasing the size of refrigerators, removing or replacing built-in cabinets or shelving.

Supplemental office furniture/fixtures brought in to the building by any employees are the sole responsibility of the employee. The Facilities Management Department will not supply expendable items such as batteries or light bulbs for personal items, nor will the items be maintained, repaired or cleaned at County expense. Upon end of employment, the employee is solely responsible for removing all personal items brought in and large items may not be disposed of in County waste containers at County expense.

All County employees are expected to respect the government property provided to them to perform their duties and take care not to cause unnecessary damage or neglect. Employees have a personal responsibility to clean up after themselves and take appropriate care to maintain their offices and equipment in good condition.

All County employees are responsible for cleaning the following areas within their departments:

1. Dusting employee desks, cubicles, and cubicles, and shelving.
2. Office equipment, i.e. computers, copiers, printers, fax machines, phones, etc.
3. Microwaves, refrigerators, coffee pots, dishes, kitchen cabinets/drawers, and break tables.
4. All personal decorative items, plants, figurines, and wall mountings.

## FURNITURE, FIXTURES, & EQUIPMENT

The County Purchasing Department is responsible for the inventory and asset management of all furniture, fixtures and equipment. While the Facilities Management Department is not responsible for FF&E assigned to specific departments, there is sometimes a logistical overlap that is addressable in the context of Building Standards.

All departments are required to return unwanted or broken furniture they no longer want through County Purchasing. It is never acceptable to abandon unwanted furniture in hallways, stairwells, lobbies, or other public places. Departments may not trade, exchange, or give their furniture to another department. If Departments are moving from one location to another, they must notify County Purchasing to determine what furniture will move with them and what furniture will stay. The Facilities Management Department will not move furniture from one location to another without authorization from Purchasing.

## SPACE HEATERS

Space heaters are **prohibited** for personal use in County offices. Not only do space heaters pose a serious fire hazard, the use of space heaters sends a false reading to the thermostat that the area is warm, thereby forcing the air conditioner to work harder and consume more energy to cool an area. Any space heater found by maintenance staff during the course of their normal work will be confiscated and held at the Facilities Management office on the 13<sup>th</sup> floor. Employees have five days to pick up their heaters and take them home. Any heater not picked up within three days will be disposed of.



**WALL MOUNTINGS**

In order to preserve the County's walls and ensure that the appropriate hardware is used, all County departments must go through the Facilities Management Department to have items mounted on the wall. The use of tape or any other type of adhesive on walls, doors, and granite is prohibited. Departments located at leased facilities shall abide by the terms of their lease agreement in regard to mounting items on the wall.

**PUBLIC ANNOUNCEMENTS / POSTINGS**

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited within interior public lobbies, elevators, hanging from light fixtures or ceiling tile grids. Departments should avoid taping items to wood doors, wall paper, and painted surfaces.

The posting of flyers, posters, advertisements, announcements, propaganda, decorations, or any form of written or graphic communication is prohibited on exterior building surfaces, doors, trees, plants, bushes, planter containers, fire hydrants, building signage, etc.

Due to the high volume of traffic at the security checkpoint, announcements may not be displayed on the skywalk.

Unauthorized postings found in the building will be removed by the Facilities Management Department.

County Departments may utilize public lobby space to set up an easel, exhibit, or other form of display for a limited period of time. County Departments may also display announcements on the glass of their suites facing out to the lobby.

In general, the use of lobby space to make public announcements of County or government related business does not require approval by Commissioners Court.

All non-County or government related displays must contact the Facilities Management Department for prior approval, and are subject to Commissioners Court approval.

## **EXHIBIT C**

### **BUSINESS ASSOCIATE SERVICES ADDENDUM**

This Business Associate Services Addendum ("Addendum") is entered into by and between **El Paso County Hospital District dba University Medical Center of El Paso** ("Business Associate"), and **County of El Paso** ("Covered Entity") and shall apply to Business Associate only in its capacity as a Business Associate under the Privacy and Security Rules and the HITECH Act.

#### **1. Reasons for Addendum**

**Whereas**, this Addendum is entered into and made a part of the written Interlocal Agreement under which Business Associate provides an Employee Health Clinic to Covered Entity (the "Service Agreement") between the parties;

**Whereas**, this Addendum is entered into as of the first day of 1st day of January 2023;

**Whereas**, as part of its provision of service to Covered Entity under the Service Agreement, Business Associate may obtain and possess certain "Protected Health Information" (as defined below) from Covered Entity;

**Whereas**, the parties are committed to complying with the Department of Health and Human Services ("DHHS") regulations, Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Part 160, Part 162 and Part 164, Subparts A, C, E (the "Privacy and Security Rules"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Standards for Breach Notification for Unsecured Protected Health Information, 45 CFR Part 164, Subpart D, under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as incorporated in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

**Whereas**, as a result of the Privacy and Security Rules and the HITECH Act, the parties wish to amend the Service Agreement to comply with the Privacy and Security Rules and the HITECH Act.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and as a condition of the continuation of the Service Agreement, the parties agree to the following:

#### **2. Definitions**

- a) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules and the HITECH Act.
- b) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, shall include, but shall not be limited to, **"Electronic Protected Health Information" or "Electronic PHI"**, as defined below, and shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) **"Electronic Protected Health Information" or "Electronic PHI"** shall mean PHI that is transmitted by or maintained in electronic media, as the term "electronic protected health information" is defined in 45 CFR 160.103.
- e) **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.
- g) **"Security Incident"** shall mean the attempted or unsuccessful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR 164.304.

- h) **“Breach”** shall have the same meaning as “breach” under 45 CFR 164.402.
- i) **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall have the same meaning as “unsecured Protected Health Information” or “unsecured PHI” under 45 CFR 164.402.
- j) **“Discovery”** shall refer to the first day on which a Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate, as described under 45 CFR 164.410(2).

### **3. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Service Agreement, this Addendum or as Required By Law.
- b) Business Associate agrees to use appropriate safeguards and commercially reasonable efforts to prevent use or disclosure of the PHI other than as provided for by this Addendum.
- c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- d) Business Associate agrees to notify Covered Entity without unreasonable delay, and in no event later than 60 calendar days following the Discovery of any Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum of which Business Associate becomes aware, including, but not limited to, any Security Incident relating to Electronic PHI. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, as well as any other information required by 45 CFR 164.404(c), including, but not limited to, a brief description of what happened, the types of Unsecured PHI involved, and steps Individuals should take to protect themselves.
- e) Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information, including, but not limited to, ensuring that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement the safeguards described in Section 2(e) of this Addendum, to protect such Electronic PHI.
- g) Business Associate agrees to provide during normal business hours and upon ten (10) days prior written notice from Covered Entity, access to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR 164.524, and where applicable, in accordance with the HITECH Act.
- h) Business Associate agrees to provide access, at the written request of an Individual, to that Individual’s PHI in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Business Associate’s response to an Individual’s request for access shall be timely if the requested PHI is maintained or accessible to Business Associate on-site, and Business Associate grants or denies the request in writing within 30 days of the earlier of either Business Associate’s or Covered Entity’s receipt of the request. However, if the requested information is not maintained or accessible to Business Associate on-site, Business Associate will grant or deny the request in writing within 60 days after the earlier of either Business Associate’s or Covered Entity’s receipt of the request. If Business Associate is unable to process an Individual’s request within the respective 30-day or 60-day periods, Business Associate may be granted one additional extension for up to 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request. Each request made by an Individual for such access shall be subject to a charge for both the copies of the information and staff time to copy the information, plus postage for mailing the requested information. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for an accounting.

- i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual. Business Associate's response to an Individual's request for amendment shall be timely if Business Associate grants or denies the request in writing within 60 days after the earlier of either Business Associate's or Covered Entity's receipt of the request. If Business Associate is unable to process an Individual's request within the 60-day period, Business Associate may extend the period for responding to a request up to an additional 30 days, provided that Business Associate provides the Individual with a written statement of the reasons for the delay and the date on which Business Associate will grant or deny the request for amendment.
- j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available during normal business hours and upon ten (10) days prior written notice, to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations..
- l) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2(k) of this Addendum, to permit either Business Associate or Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and where so required by the HITECH Act and/or any accompanying regulations. Business Associate may require Covered Entity's or an Individual's request for an accounting of disclosures to be in writing. Business Associate must act on the Individual's request for an accounting no later than 60 days after the earlier of either Business Associate's or Covered Entity's receipt of such request. Business Associate may have one additional extension for up to 30 days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any 12-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. Business Associate will inform the Individual of such fee in advance and provide the Individual with the opportunity to withdraw or modify the request for a subsequent accounting.

Notwithstanding any other requirement under this Subparagraph (l), Business Associate shall not be required to provide an accounting of any disclosure made: (i) to carry out Treatment, Payment and Health Care Operations, as those terms are defined in 45 CFR 164.501, except where such accounting is required by the HITECH Act, and as of the effective dates of this provision of the HITECH Act; (ii) to an Individual or authorized by the Individual; (iii) incident to a use or disclosure otherwise permitted or required by the Privacy and Security Rules; (iv) to persons involved in the Individual's care or for other notification purposes provided for in 45 CFR 164.510 of the Privacy and Security Rules; (v) for national security or intelligence purposes; (vi) to correctional institutions or law enforcement officials; (vii) as part of a limited data set in accordance with 45 CFR 164.514(e) of the Privacy and Security Rules; or (viii) made prior to April 14, 2003 or the effective date of the Privacy and Security Rules, if later.

- m) In all cases, Business Associate shall only use or disclose the "Minimum Necessary" amount of PHI required for it to perform under the Service Agreement or this Addendum. "Minimum Necessary" shall have the meaning set forth for such term in the Privacy and Security Rules. To the extent Covered Entity determines that Business Associate is disclosing more than is the Minimum Necessary, Covered Entity shall notify Business Associate in writing of such determination.
- n) Business Associate agrees to comply with all other applicable requirements of the Privacy and Security Rules as such rules apply to Business Associate.



- o) Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

#### **4. Permitted Uses and Disclosures by Business Associate**

- a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services (including, but not limited to, to carry out Treatment, Payment and Health Care Operations) for, or on behalf of, Covered Entity as specified in the Service Agreement or this Addendum, provided that such use or disclosure would not violate the Privacy and Security Rules or the HITECH Act if done by Covered Entity.
- b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e) Except as otherwise limited in this Addendum, Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) of the Privacy and Security Rules, and further provided that Covered Entity maintains the documentation required by 45 CFR 164.514(b) of the Privacy and Security Rules, which may be in the form of a written assurance from Business Associate.
- f) Except as otherwise limited in this Addendum, Business Associate may report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).
- g) Except as otherwise limited in this Addendum, Business Associate may use PHI to create a limited data set or may disclose PHI in a limited data set, consistent with the requirements of 45 CFR 164.514(e).
- h) If Plan Sponsor is eligible for, and elects to participate in, the Early Retiree Reinsurance Program ("ERRP"), Plan Sponsor authorizes Business Associate to use and disclose PHI as necessary to HHS to assist Plan Sponsor with its application for ERRP funds and administration of ERRP payments from HHS. Such use or disclosure of PHI by Business Associate shall be at a time and in a manner specified by the HHS Secretary in guidance, information, data, documents, and records necessary for the Plan Sponsor to comply with the requirements of the ERRP, as specified in 45 C.F.R. 149.35.

## **5. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) 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 CFR 164.522.
- d) Covered Entity shall provide Business Associate with the policies and procedures the Covered Entity implements in accordance with 45 CFR 164.530 and will provide updates to Business Associate of any changes to such policies and procedures, to the extent such policy or change may affect Business Associate's use or disclosure of PHI.
- e) Covered Entity shall notify Business Associate of the designation of a Privacy Official and any changes of such designation, as well as the names of those persons who are to be given access to PHI to be disclosed to Covered Entity or on behalf of Covered Entity.
- f) Pursuant to Section 2(j) of this Addendum, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the internal practices, books, and records relating to the use and disclosure of PHI for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance on the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection, and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.
- g) When notified of a Breach, use, or disclosure of Unsecured PHI not provided for by this Addendum by Business Associate, Covered Entity agrees to notify the affected Individual, the Secretary and/or the media as required by 45 CFR 164.404, 164.406, and 164.408.

## **6. Term and Termination**

- a) Term. This Addendum shall terminate on the date the Service Agreement terminates.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum or a violation of the Privacy and Security Rules, Covered Entity shall provide Business Associate written notice and a thirty (30) day period for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within such thirty (30) day period, Plan Sponsor may terminate this Addendum upon written notice. Plan Sponsor may immediately terminate this Addendum upon written notice if Business Associate has breached a material term of this Addendum and cure is not possible.
- c) Effect of Termination.
  - 1) Except as provided in sub-paragraph (c)(2) of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return



or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 7. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy and Security Rules or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b) **Amendment.** The Parties agree to enter into good faith negotiations as are necessary to amend this Addendum from time to time for the parties to comply with the requirements of the Privacy and Security Rules, HIPAA, and the HITECH Act.
- c) **Survival.** The respective rights and obligations of the parties under this Addendum shall survive the termination of this Addendum.
- d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security Rules and the HITECH Act.
- e) **No Third-Party Beneficiaries.** Nothing in this Addendum either express or implied is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- f) **Validity of Service Agreement.** Except as expressly set forth herein, all remaining provisions of the Service Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their respective officers duly authorized to do so.

### **Business Associate**

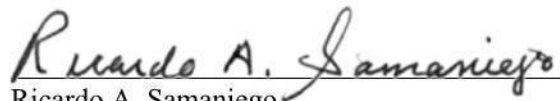
**EL PASO COUNTY HOSPITAL DISTRICT DBA  
UNIVERSITY MEDICAL CENTER OF EL PASO**



R. Jacob Cintron  
President and Chief Executive Officer

### **Covered Entity**

**COUNTY OF EL PASO, FOR AND  
ON BEHALF OF ITS GROUP HEALTH PLANS.**



Ricardo A. Samaniego  
County Judge

Reviewed by Legal Department:



Daniel Collins, Attorney