

INTERLOCAL COOPERATION CONTRACT FOR PSYCHIATRIC SERVICES BETWEEN
EL PASO COUNTY (COUNTY) on behalf of the El Paso County Juvenile Probation Department
(JPD) and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER (TTUHSC)

This contract is entered into by and between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act"; see Texas Government Code, Chapter 791, et seq.

WITNESSETH

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 Texas Tech University Health Sciences Center are local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this contract, and have each entered into this contract by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and Texas Tech University Health Sciences Center recognize that a coordinated effort in providing psychiatric services to meet the needs of juveniles is in the best interest of the citizens of El Paso County; and

WHEREAS, the County and Texas Tech University Health Sciences Center specify that each party paying for the performance of said functions of governments shall make those payments from current revenues available to the paying party; and the amount of the payment fairly compensates the performing party for the services or functions performed; and

WHEREAS, be it known that the County, on behalf of the JPD, and TTUHSC enter into this new Interlocal Agreement to replace and supersede the Psychiatric Services Interlocal Agreement entered into on July 26, 2010 (KK-10-291) and amended on December 20, 2010 (KK-10-578), February 28, 2011 (KK-11-065), November 1, 2011 (KK-11-561) and March 10, 2012 (KK-11-562); and

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

I. CONTRACTING PARTIES

The Receiving Agency:

County of El Paso, Texas on behalf of the El Paso County Juvenile Probation Department (JPD)

The Performing Agency:

Texas Tech University Health Sciences Center (TTUHSC), Department of Psychiatry, Division of Child Psychiatry.

II. STATEMENT OF SERVICES TO BE PERFORMED BY THE PERFORMING AGENCY

(a). Performing Agency will provide Child and Adolescent Psychiatry services by a child psychiatrist from Performing Agency. Such services will include psychiatric consultations evaluations (to be completed at least 10 business days after the date of the patient's

interview), medication checks, psychiatric counseling, participation in the Traumatic Brain Injury (TBI) initiative and training, and any other services mutually agreed to by the parties.

(b). Services performed by a TTUHSC Medical Fellow(s) in Psychiatry under the guidance and oversight of the child and adolescent psychiatrist may also be provided. Services performed by the TTUHSC Medical Fellow(s) will include psychiatric consultations evaluations (to be completed at least 10 business days after the date of the patient's interview), medication checks, psychiatric counseling, participation in the TBI initiative and training, and any other services mutually agreed to by the parties (See Attachment A, Program Agreement Letter).

(c). The scheduling of the Provider from the Performing Agency will be mutually agreed upon by both parties for the agreed upon hours per week Monday through Friday during regular business hours.

(d). Should a holiday fall on a weekday (Attachment B) and coincides with a service date at the Receiving Agency, the Provider from the Performing Agency can be rescheduled with the TTUHSC Administrator of Psychiatry (four) 4 weeks prior to the holiday (915-545-6832 or Psychiatry Department at 915-545-6800 ext. 227).

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

(a). Receiving Agency agrees to reimburse the Performing Agency \$170 per hour plus 25% indirect costs for the services, to include time spent on dictation, of the child and adolescent psychiatrist provided under this Agreement.

(b). Receiving Agency agrees to reimburse the Performing Agency \$150 per hour plus 25% indirect costs for the services, to include time spent on dictation, of the TTUHSC Medical Fellow(s) in psychiatry.

(c). Psychiatry services and time spent on dictation for the Psychiatrist and Medical Fellow(s) shall not exceed one hundred (100) hours per month. Receiving Agency is not obligated to reimburse the Performing Agency if psychiatry services and time spent on dictation exceed one hundred (100) hours per month.

IV. CONTRACT AMOUNT

Total payments under this contract shall not exceed \$255,000 annually.

V. PAYMENT FOR SERVICES

(a). Performing Agency will invoice Receiving Agency by the 10th day of the month for services rendered during the preceding month. A monthly sign in/sign out sheet must be submitted by the Performing Agency (Attachment C) either by fax or e-mail by the 5th day of each month prior to billing occurring. Failure of Provider to complete a sign in/out sheet may result in non-payment for services. Payment shall be remitted within 30 days of receipt of invoice. Payment for services will be rounded to the nearest quarter of time.

(b). This agreement will terminate immediately upon non-payment. Provider sent by Performing Agency will not conduct services on any state/TTUHSC approved holidays.

Bill To: Laura Caldelas
Clinical Department Administrator
Department of Psychiatry
Paul L. Foster School of Medicine
Texas Tech School of Medicine
4800 Alberta Avenue
El Paso, Texas 79905
l.caldelas@ttuhsc.edu or (915) 545-6442 (Fax)

VI. AUDITS

(a). TTUHSC shall maintain and make available for inspection, audit or reproduction, upon reasonable notice, by an authorized representative of the Federal Government, the State of Texas or El Paso County, books, documents and any other evidence pertaining to the cost and expenses for this Agreement, hereinafter called the "Records".

(b). Record Retention

TTUHSC shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of five (5) years after the end of the contract period. If any litigation claim or audit involving these records commences before the three (3) year period expires, TTUHSC must keep the records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved whichever is later.

VII. TERM OF CONTRACT

Term: This contract is to begin July 1, 2012, and shall continue until June 30, 2013. Either party may terminate this Contract at any time, with or without cause, by giving thirty (30) days written notice to terminate.

Renewal: This contract shall automatically renew for successive one year terms unless terminated by either party upon thirty (30) days advance written notice to the Clinical Administrator, Vinny Kaur at the address or e-mail listed on page 2.

Notice Shall Be Mailed to JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

To the County: County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

VIII. GENERAL PROVISIONS

(a). This contract expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

(b). Neither party shall have the right to assign or transfer their rights to any third parties under this contract without prior written consent of the non-transferring party.

(c). Nothing in this contract is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this contract shall be performed and rendered in a competent, efficient, and satisfactory manner.

(d). If any term or provision of this contract is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this contract provided that any invalid provisions are not material to the overall purpose and operation of this contract. The remaining provisions of this contract shall remain in full force and shall in no way be affected, impaired, or invalidated.

(e). This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

IX. CONFIDENTIALITY OF RECORDS

(a). Records and information relating to probationers may be shared between the entities, as permitted by law, when the sharing of records and information may serve the purposes of this agreement. The entities expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in connection with this contract, shall remain confidential and shall not be made public or otherwise disseminated unless disclosure is required pursuant to state or federal laws or with the consent of the entity that owns the documents or information.

(b). Parties acknowledge that the services provided under this contract 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"). The parties will at all times comply, and require that any subcontractors comply, with the applicable provisions of such laws, regulations and policies.

X. GOVERNMENTAL FUNCTION

(a). The parties expressly agree that, in all things relating to this contract, 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 TTUHSC or the County, which in any way pertains to or arises out of this contract falls within the definition of a governmental function.

(b). This contract is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this contract. TTUHSC shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this contract as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

XI. LICENSES

TTUHSC warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity

performed by TTUHSC. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within fifteen (15) days of execution of this contract.

XII. BACKGROUND CHECKS

(a). TTUHSC shall ensure that all employees assigned to the JPD will submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search.

(b). TTUHSC shall also ensure that all employees assigned to the JPD will execute a Texas Law Enforcement Telecommunications (TLETS)/National Crime Information Center (NCIC) records check, in order to allow the JPE to perform the criminal records check and sex offender background check through the Texas Department of Public Safety.

XIII. ABUSE, NEGLECT AND EXPLOITATION REPORTING

TTUHSC shall provide JPD's Training Coordinator with written documentation within ninety (90) days of execution of this Agreement, verifying receipt of mandatory training in the Texas Family Code §261.101. Persons Required to Report; Time to Report for all its employees providing direct services to juveniles pursuant to this Agreement. Section 261.101 is the statutory provision that requires individuals to report child physical or mental health abuse or neglect. TTUHSC shall contact JPD's Training Coordinator to request and arrange for the above training.

RECEIVING AGENCY further certifies that it has the authority to enter into this contract.

PERFORMING AGENCY further certifies that it has the authority to enter into this contract.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2012.

The County of El Paso

Texas Tech University Health Sciences Center

Hon. Veronica Escobar
County Judge

Elmo M Cavin
Executive Vice President

Date

Date

ATTEST

El Paso County Clerk

ATTACHMENT A
Program Agreement Letter

10639-1
Attachment A



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER™
at El Paso

Paul L. Foster School of Medicine

Program Agreement Letter

Home/Sponsoring Residency Program

Texas Tech University Health Sciences Center,
Paul L. Foster School of Medicine
Cecilia De Vargas, M.D.
Program Director
4615 Alameda
El Paso, Texas 79905
Office: (915) 545-6830 ext 238

Participating/Off-Site Rotation

Judge Enrique H. Pena Juvenile Justice
Center
Roger Martinez
Chief Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905
Office: (915) 849-2531

This document serves as an agreement between the **Texas Tech University Health Sciences Center, Paul L. Foster School of Medicine, Department of Psychiatry, Child and Adolescent Psychiatry Fellowship Program** and the **Judge Enrique H. Pena Juvenile Justice Center** as an ongoing commitment to fellowship education. This Letter of Agreement is effective from **March 29, 2012** and will remain active for five years, or until updated, changed or terminated by both parties.

GME GENERAL POLICIES:

1. **To receive credit** for the rotation, fellow(s) **must be on duty a minimum of 8 hours per month** during the **6 month** rotation.
2. **No vacation or leave** is allowed during a two-week off-site rotation.

Contact Person or Coordinator:

Name: **Gabriela Rodriguez, Coordinator**

Phone #: **(915) 545-6830 ext 238**

Email Address: **g.rodriguez@ttuhsc.edu**

Fax #: **(915) 545-6442**

ACGME REQUIREMENTS:

DURATION OR ROTATION DATES: (see attached schedule)

SUPERVISION:

The persons listed below are responsible for the education and supervision of the fellow(s) while rotating at this site.

Faculty Supervisor(s): Octavio Gutierrez, M.D.

Faculty Responsibilities

The faculty at the participating/off-site rotation must provide appropriate supervision of fellow(s) in patient care activities and maintain a learning environment conducive to education in the ACGME competency areas.

The faculty must evaluate the performance of fellow(s) in a timely manner during each rotation or similar educational assignment. In addition, faculty supervisor(s) is/are also responsible for documenting the evaluation upon completion of the assignment.

Policies and Procedures that Govern Fellow(s) Education

Fellow(s) will be under the general direction and policies of TTUHSC, the Graduate Medical Education Policies & Procedures, the Home Program's Fellowship Manual, and under the Participating/Off-Site rotation's policies & procedures.

CONTENT OF EDUCATIONAL EXPERIENCES:

The content of the educational experiences has been developed according to ACGME Fellowship Program Requirements and are delineated in the attached document.

GOALS AND OBJECTIVES

Complete the items below or attach a copy of goals and objectives.

- Goals:
 - To enable the fellow(s) to develop expertise in evaluating and treating a wide range of psychiatric problems in children and adolescents in the juvenile justice system.
- By the end of this rotation the fellow(s) is expected to obtain the following objectives:
 1. Knowledge Objectives:
 - a. By the end of the rotation the fellow(s) will be able to identify the common psychiatric problems in children and adolescents with delinquent behaviors.
 - b. To discuss evidence based treatment of common psychiatric problems in children and adolescents in the juvenile justice system.
 - c. Understand specific psychopharmacology issues in child and adolescent population with delinquent behaviors in the juvenile justice system.
 - d. Discuss socio cultural aspects in a population of children and adolescents referred and managed in the juvenile justice system.
 2. Skills Objectives:
 - a. Demonstrate proficiency in obtaining a comprehensive history and psychiatric evaluation with youth in the juvenile justice system.

- b. Demonstrate proficiency in evidence based treatment of common psychiatric problems in children and adolescents with delinquent behaviors.
 - c. Demonstrate proficiency in communicating clearly and effectively with children and adolescents with psychiatric problems and their families in the juvenile justice system.
 - d. Demonstrate ability to function appropriately with other team members involved in the overall care of the children and adolescents in the system.
 - e. Demonstrate ability to interact appropriately with other systems involved in the care of this population.
3. Attitude Outcomes:
- a. Demonstrate ethical conduct, empathy, understanding in dealing with children and adolescents with psychiatric problems in the juvenile justice system.

EVALUATION:

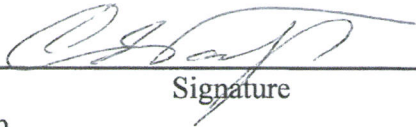
Evaluation Form is attached for completion and submission at the end of the off-site rotation.

Signature Page

Home/Sponsoring Residency Program:

Cecilia De Vargas, M.D.

Assistant Professor and Director
of Child and Adolescent Fellowship
Texas Tech University Health Sciences Center,
Paul L. Foster School of Medicine,
Department of Psychiatry



Signature

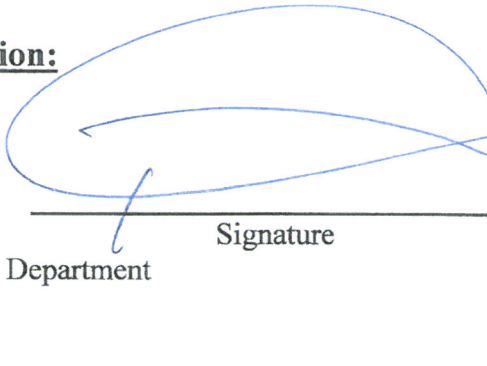
3-29-12

Date

Participating/Off-Site Rotation:

Roger Martinez

Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department



Signature

04/03/12

Date

ATTACHMENT B

Texas Tech University Health Sciences Center

HOLIDAY SCHEDULE
2012-2013

	DATE	DAY OF WEEK	HOLIDAY
2012	Sep 3	Monday	Labor Day
	Nov 22	Thursday	Thanksgiving Day
	Nov 23	Friday	Thanksgiving
	Dec 24	Monday	Christmas
	Dec 25	Tuesday	Christmas
	Dec 31	Monday	Christmas
2013	Jan 1	Tuesday	New Year's
	Jan 21	Monday	Martin Luther King Day
	May 27	Monday	Memorial Day
	July 4	Thursday	Independence Day
TOTAL ALLOWABLE HOLIDAYS			10

NOTE:

State law provides for 17 state holidays. In FY 2013, four (4) holidays fall on a weekend. The appropriations bill disallows state holidays occurring on weekends. Therefore, the state will observe thirteen (13) holidays in FY 2013, which is the same as FY 2012. TTUHSC will observe 10 holidays.

An additional 3 days of holiday entitlement will be accrued at the rate of two hours per month.

State employees are entitled to observe the holidays of Rosh Hashanah, Yom Kippur, Good Friday and Cesar Chavez Day in lieu of any holiday(s) on which the institution is required to be open and staffed to conduct business

Holiday/2012-2013
March 8, 2012

AFFILIATION AGREEMENT FOR RESIDENT ROTATION

This Agreement is entered into by and between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER (hereinafter referred to as "TTUHSC"), a public institution of higher education in the State of Texas, on behalf of its School of Medicine Graduate Medical Education Programs, and EL PASO COUNTY, on behalf of the EL PASO COUNTY JUVENILE PROBATION DEPARTMENT (hereinafter referred to as "FACILITY"). Both TTUHSC and FACILITY are herein referred to as "Party" or, collectively, "Parties."

WHEREAS, the El Paso County Juvenile Probation Department is located at 6400 Delta Drive; El Paso, Texas 79905, and

WHEREAS, TTUHSC operates a School of Medicine and desires to affiliate with FACILITY in order to send TTUHSC medical Residents to FACILITY on rotation for training, and

WHEREAS, the Parties desire to advance medical education and aid in meeting the ever increasing demand in the Nation for trained health professionals, and to make available better health service to patients, and

WHEREAS, it is deemed advisable and in the best interest of the Parties to establish an Affiliation Agreement for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

The term "Resident" shall signify all physicians-in-training who are participating in an accredited graduate medical education program including residents, interns, fellows, house staff and house officers.

ARTICLE I TERM AND TERMINATION

The term of this Agreement shall coincide with the Master Interlocal Cooperation Contract between El Paso County, on behalf of the El Paso County Juvenile Probation Department, and TTUHSC for Child and Adolescent Psychiatry Services (KK-12-0286). Either Party may terminate this Agreement, with or without cause, upon giving thirty (30) days written notice of intent to terminate to the other Party. Residents assigned at the FACILITY when termination notice is given may be permitted to complete their current rotation upon mutual written agreement of the parties.

ARTICLE II SPECIFIC ROTATION INFORMATION

For each specific rotation, the form attached to this Agreement as PROGRAM LETTER OF AGREEMENT (hereinafter referred to as "PLA") shall be completed and filed for record in the Resident's TTUHSC Department Program file with a copy to FACILITY.

The PLA shall identify the specific individuals who will be responsible for a specific rotation of a TTUHSC Resident at FACILITY, and the goals and objectives, and other details of the rotation.

To meet the educational goals and objectives, a recommended period of assignment will be determined by the persons designated on PLA which may vary according to program needs.

ARTICLE III RESPONSIBILITY FOR RESIDENT EDUCATION AND SUPERVISION

TTUHSC:

Each TTUHSC Residency Program Director shall have general responsibilities as are necessary to comply with the Accreditation Council for Graduate Medical Education (ACGME) Program Requirements as defined in the Graduate Medical Education Directory.

TTUHSC is responsible for the ultimate training, evaluation, qualifications, and competency level of each Resident. In this regard, the FACILITY makes no guarantees or warranties regarding the overall training, fitness, or capabilities for any Resident for the practice of their particular specialty.

TTUHSC will monitor each Resident's compliance with licensure requirements set forth by the appropriate medical licensing authorities for the clinical training of Residents. Furthermore, TTUHSC shall evaluate each Resident assigned to the FACILITY to determine whether the Resident has appropriate skills, conduct, previous training, health status, and other qualifications to perform duties required by the training Program. TTUHSC shall provide the FACILITY with a summary of this information concerning the Resident as agreed upon by the designated FACILITY official and the TTUHSC Program Director.

FACILITY:

The TTUHSC Program Director(s) will work with the designated personnel at FACILITY in order to meet the goals and objectives as set forth in the PLA for the specific rotation.

TTUHSC Residents will be expected to behave as peers to the FACILITY designated personnel, but must be supervised in all their activities commensurate with the complexity of care being given and the Resident's own abilities and experience.

Resident evaluations will be both formal and informal. Physicians with significant contact with a TTUHSC Resident will complete an evaluation form supplied by TTUHSC at the conclusion of the Resident's rotation at FACILITY. TTUHSC Residents shall complete an evaluation for the FACILITY rotation and the teaching faculty. Evaluations are to be sent to the TTUHSC Program Director identified on PLA.

ARTICLE IV FACILITIES AND SUPPORT

Work Environment: The FACILITY shall provide Residents with a suitable and appropriate work environment which meets current standards of care, and provide support items as identified in PLA.

Conferences: FACILITY acknowledges that Residents are required to attend continuity clinics and departmental conferences on a regular basis as part of their education. FACILITY agrees that Residents assigned to FACILITY shall be released and allowed to attend the continuity clinics and departmental conferences at TTUHSC.

ARTICLE V
EMPLOYMENT STATUS AND PROFESSIONAL LIABILITY INSURANCE

Throughout the term of this Agreement, Residents are employees of TTUHSC. Resident's salary and benefits are provided and paid by TTUHSC unless other financial arrangements have been agreed upon between TTUHSC and FACILITY.

TTUHSC Residents are covered under the Texas Tech University Health Sciences Center Professional Medical Malpractice Self-insurance Plan. Evidence of current malpractice coverage reflecting inclusive dates and limitations, if any, will be provided to FACILITY upon request.

ARTICLE VI
GOVERNING POLICY

TTUHSC Residents remain subject to the current TTUHSC Housestaff Policies & Procedures during the rotation, with consideration given to specific requirements of the FACILITY.

FACILITY may request removal of a Resident from patient care activities with or without cause, and with prior notice to TTUHSC. Removal shall not occur based on a constitutionally impermissible basis. A Resident may continue, only upon written agreement by the FACILITY, with other activities until the matter is resolved between TTUHSC and FACILITY.

Any exceptions to this section will be effective only in writing and as may be approved by the TTUHSC Graduate Medical Education Director and FACILITY, and will be placed as an addendum to PLA for that specific rotation.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is intended nor shall be constructed to create an employer/employee relationship between TTUHSC and FACILITY, or between FACILITY and TTUHSC Resident. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

ARTICLE VIII
SEVERABILITY

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, provided that any invalid provision is not material to the overall purpose and operation of this Agreement, and the remaining provisions of this Parties shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE IX
ASSIGNMENT

Neither Party shall have the right to assign or transfer their rights to any third parties under this Parties without the prior written consent of the other Party.

ARTICLE X
VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in El Paso County, Texas.

ARTICLE XI
AMENDMENT

This Agreement may be amended in writing to include any provisions that are agreed to and signed by the contracting Parties.

ARTICLE XII
MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS

Records and information relating to JPD youth may be shared between the entities, as permitted by law, when the sharing of records and information may serve the purposes of this agreement. The entities expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in connection with this agreement, shall remain confidential and shall not be made public or otherwise disseminated unless disclosure is required pursuant to state or federal laws or with the consent of the entity that owns the documents or information.

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 thereunder as may be amended from time to time (“HIPPA”). The parties will at all times comply, and require that any subcontractors comply with the applicable provisions of such laws, regulations and policies.

ARTICLE XIII
EXCLUSION

FACILITY represents and warrants that neither it, nor its Physicians or employees, are listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally funded programs, and will notify TTUHSC immediately of any allegations that would affect this status.

ARTICLE XIV
BUSINESS ASSOCIATE AGREEMENT BETWEEN FACILITY AND ACGME

FACILITY represents that it has and will maintain a current “Business Associate Agreement” with the Accreditation Council for Graduate Medical Education (ACGME). If FACILITY does not have such an agreement, it agrees to immediately sign a “Business Associate Agreement” with ACGME upon ACGME's request in coordination with this Agreement.

ARTICLE XV
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten.

In the event of any inconsistency between this Agreement and any PLA setting forth the detail about a specific rotation, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the undersigned Parties bind themselves to the faithful performance of this Agreement.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

EL PASO COUNTY

Signature

Signature

Elmo M Cavin
Printed Name

Veronica Escobar
Printed Name

Executive Vice President
Title

El Paso County Judge
Title

Date

Date



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the El Paso County Judge to sign interlocal agreement and affiliation agreement for resident rotation with Texas Tech University Health Science Center for child psychiatry services from 7/1/2012 - 6/30/2013 with automatic renewal thereafter. Cost is \$170.00 per hour for the services of a child adolescent psychiatrist and \$150.00 per hour for the services of a medical fellow. Funding for services will derive from Texas Juvenile Justice Department state aid grants and JPD's general fund accounts. County Attorney's Office has reviewed and approved as to legal form (2012-0286). Submitted by Roger Martinez, Chief Juvenile Probation Officer (915) 845-2545.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

In 2010, the El Paso County Juvenile Probation Department entered into an inter-local agreement with TTUHSC for psychiatric services in order to maintain compliancy with established state licensing standards. Title 37 of the Texas Administrative Code mandates medical and/or mental health services for Secure Juvenile Pre-Adjudication Detention and Post Adjudication Correctional Facilities. State standards:

343.320 A designated Health Services Authority

343.322 Health Care Services

343.326 Medical Referral

343.348 Assessments for Suicide Risk

343.404 Mental Health Screenings

343.704 Physicals for Post Adjudication

FISCAL IMPACT:

Funding for services will be through monies secured by the Juvenile Probation Department through the Texas Juvenile Justice Department state aid grants as well as the department's general fund.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

On July 26, 2010, El Paso County, Texas (the "COUNTY"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), and Texas Tech University Health Sciences Center ("TTUHSC") entered into an agreement for psychiatric services (KK-10-291). The Agreement was amended on December 20, 2010 (KK-10-578); February 28, 2011 (KK-11-065); November 21, 2011 (KK-11-561) March 3, 2012.

RECOMMENDATION:

It is recommended that the inter-local agreement be approved as it will allow the Department to secure psychiatric services for youth involved in the juvenile justice center at a lower cost than through contracted services as well as allow for youth incarcerated to be evaluated in a timely manner as well as ensure compliancy with established state standards.

BASIC CONTRACT DETAILS

CONTRACT NO.: 2012-0286

CONTRACT TITLE: Child Psychiatry Services

SECOND PARTY: Texas Tech University Health Sciences Center at El Paso

CONTRACT TYPE: Interlocal Agreement

TERM AND BUDGET DETAILS

TERM: Initial Term and Auto Renew Thereafter

EXTENSION OPTIONS (If Applicable): Annual Renewal - Automatic

EFFECTIVE DATE: July 01, 2012

EXPIRATION DATE (If Applicable): June 30, 2013

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: Child Adolescent Psychiatrist \$170.00 per hour; Medical Fellow \$150.00 per hour

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Christina Sanchez

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: December 04, 2012

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Roger Martinez

DEPARTMENT CONTACT: Shumate, Kim

DEPARTMENT: Juvenile Probation

DATE: December 04, 2012