

**AGREEMENT BETWEEN COMMUNITY CARE  
AND CITY OF AUSTIN PARKS AND RECREATION DEPARTMENT  
FOR THE USE OF  
THE TURNER-ROBERTS RECREATION CENTER**

This Agreement for use of the Turner Roberts Recreation Center (“Agreement”) is by and between Central Texas Community Health Centers d/b/a CommUnityCare (“CommUnityCare” or “CUC”), a Texas nonprofit corporation, and City of Austin (“COA”), (individually “Party,” collectively “Parties”).

**I. Purpose**

A. For CUC to further the public purpose of providing primary care services, including preventative care services to residents in an underserved area in Austin who have limited access to health care. The scope of practice includes: immunizations, flu shots, physical exams, family planning services, nutritional counseling, and diagnosis, and CUC’s treatment of illness/injury, chronic illness, and specialty care referrals to community partners. If the CUC team is unable to address a medical concern, a referral to the appropriate services will be provided. At no time will any COA employee perform or provide health care services at TURNER-ROBERTS RECREATION CENTER (TRRC).

B. COA serves the municipal purpose of administering immunizations and flu shots, and maintaining recreations centers that operate to further the health and well-being of residents through recreation and access to community space for community meetings and organizations. COA finds that CUC’s use is consistent with these municipal purposes by providing health care services to indigent citizens in Austin at the TRRC throughout the term of this Agreement.

C. CUC will use the facility only in the manner described in this Agreement. If CUC finds that it is necessary to revise its activities as described in this Agreement, it will promptly communicate such changes as soon as practicable after it becomes aware that such changes will be necessary or desirable. In no event will CUC conduct an activity at TRRC in a manner other than as described in this Agreement, unless it has received prior written approval from a COA’s Assistant City Manager or City Manager.

D. CUC will take the actions necessary to conduct its activity at TRRC in a manner that preserves and promotes public health and safety.

E. This Agreement does not extend to any facility or date other than those stated herein.

F. This Agreement does not abrogate the responsibility to comply with federal, state, and local laws by CUC or its agents, employees, contractors, volunteers, or other guests or activity participants.

G. CUC agrees that its employees, agents, and volunteers are not COA officials, staff, employees, or agents, and CUC employees, agents, or volunteers shall not represent themselves as COA officials, staff, employees, or agents.

H. Failure to comply with the requirements of this Agreement will result in the automatic revocation of COA's Agreement with CUC to use the above-stated COA facility, TRRC.

## **II. Responsibilities**

A. COA shall be responsible for the following:

i. Provide space and all utilities at no charge for up to six clinical staff at its location at 7201 Colony Loop Drive, Austin, Texas 78724;

ii. Provide two TRRC staff members to open and close the facility for CUC staff and remain on-site throughout the duration of CUC's use of the facility, but at no time will any TRRC staff member perform health care related services;

iii. Provide the equipment and furnishings necessary for CUC to provide patient care, but no COA employee or TRRC staff member will render health care services at any time;

iv. Allow CUC to post temporary signs regarding its clinical availability both inside and outside the facility in compliance with COA sign requirements; and

B. CommUnityCare shall be responsible for the following:

i. Provide clinical staff, which will include a primary care physician, a mid-level case manager, a nurse, a medical admitting clerk, a clinical pharmacist, and/or a dietician, as needed;

ii. Perform immunizations, flu shots, and clinical examinations on scheduled and walk-in patients from the nearby underserved, indigent population in the space provided at TRRC on Mondays, eight hours, from 8:00am to 5:00pm;

.iii. Document and bill patient visits;

iv. Write prescriptions and conduct follow-up patient care as necessary; and

v. Post signs clearly stating services provided by CUC are not a COA service.

## **III. HIPAA**

Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations and the federal security standards contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations" and "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with Federal Privacy Regulations. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security, and electronic and transaction code sets pertaining to information related to patients.

#### **IV. Term and Termination**

This agreement shall be in effect from the signing of this Agreement through March 31, 2021 ("Term"). This Agreement may be terminated by either Party with or without cause by mailing a written notice, certified mail return receipt requested, to the other Party within thirty (30) days prior to termination to the following addresses:

CommUnityCare  
Attn: CEO  
2115 Kramer Lane  
Austin, Texas 78758  
With a copy to: General Counsel

City of Austin  
Parks and Recreation Department  
Attn: Director  
200 South Lamar Blvd.  
Austin, Texas 78704

#### **V. Indemnity**

The Parties agree to be solely responsible for their own acts and/or omissions for any claim, cost, liability, loss, damage, or expense of any kind, including the legal defense thereof (collectively, the "Damages") that either Party may incur arising out of or related to this Agreement, including, but not limited to the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either Party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other Party, its affiliated entities, shareholders, officers, employees, contractors, or agents.

#### **VI. Liability Insurance**

CUC agrees to maintain during the term of this Agreement professional liability insurance for all CUC staff, employees, agents, volunteers, and participants for any personal injury or property damage arising out of CUC's use of TRRC or any COA property incident to the use of TRRC, or any action of its employees, agents, volunteers, or activity participants while on COA property.

**VII. Independent Contractor**

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CUC services shall be those of an independent contractor.

**VIII. Modification**

This Agreement can be modified or amended only by a writing signed by both Parties.

**IX. Assignment**

Neither Party may assign its interests or obligations under this Agreement without prior written consent of the other Party.

**X. Entire Agreement**

This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the operations of CUC at TRRC.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CommUnityCare  
Central Texas Community Health Centers

City of Austin  
Parks and Recreation Department

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_