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

DEPARTMENT: **Fire**

AGENDA DATE: **June 1, 2010**

CONTACT PERSON/PHONE: **Otto Drozd, III 771-1000**

DISTRICT(S) AFFECTED: All

SUBJECT:

An Agreement between the City of El Paso and University Medical Center (UMC) to allow Fire Department EMT Basic course students to conduct clinical rotations at UMC

BACKGROUND / DISCUSSION:

This agreement allows El Paso Fire Department Trainee's involved in Emergency Medical Technician Basic training to conduct their clinical training rotations at University Medical Center

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
Yes. This is renewal of the existing agreement.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A
N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

THAT the Mayor be authorized to sign an Affiliation Agreement (the "Agreement") by and between the City of El Paso (the "City") and the El Paso County Hospital District, D/B/A University Medical Center of El Paso ("Hospital"), for the Fire Department Training Academy accredited EMT-Basic course clinical training for the Fire Department employees.

ADOPTED this _____ day of _____, 2010.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Fire Chief Otto Drozd III
El Paso Fire Department

#54138 v2 - FMS/1/AFFILIATION AGREEMENT/UNIVERSITY MEDICAL CENTER (UMC)
Document Author: JFLO

AFFILIATION AGREEMENT

This Agreement is between the City of El Paso, a home rule municipal corporation, 6800 Delta Drive, El Paso, Texas, 79905, hereinafter referred to as "Institution" and the El Paso County Hospital District, D/B/A University Medical Center of El Paso, 4815 Alameda Avenue, El Paso, Texas, 79905 hereinafter referred to as "Hospital".

RECITALS

It is the desire of both parties that students enrolled at the Institution be provided the benefit of educational facilities and resources at Hospital for observational and/or practical experience in the program(s) listed and described in Addendum A attached hereto and made a part hereof. It is recognized that the Institution is authorized to enter into this Agreement as a function of its governmental powers granted and prescribed by the State of Texas. It is mutually beneficial to both the Institution and the Hospital that students are afforded opportunities for clinical education as outlined in this Agreement.

In consideration for the execution and delivery of this Agreement, and other good and valuable consideration, Institution and Hospital hereby agree as follows:

DEFINITIONS

Coordinator – Institution's liaison to Hospital, who coordinates, plans, monitors, and oversees student admission, didactic instruction, scheduling, attendance, and maintenance of achievement and health records for all students, and evaluates the clinical education experience. The Coordinator will (1) be currently licensed by the appropriate regulatory agency of their state and (2) be competent to perform as Coordinator. Serves as the Institution's liaison to the designated Hospital Preceptor. Must be available via pager or telephonically while students are present at the facility.

Licensed Faculty Instructor – Individual employed to teach in the educational program that is the subject of this Agreement who shall be ultimately responsible for supervision and direction of the students. Coordinates, plans, monitors, oversees student admission, didactic instruction, scheduling, attendance and maintenance of achievement and health records for all students and evaluates the clinical education experience. The Licensed Faculty Instructor will (1) be currently licensed by the appropriate regulatory agency of their state and (2) be competent to perform as Licensed Faculty Instructor. Serves as the Institution's liaison to the designated Hospital Preceptor.

Preceptor – Hospital Associate, not paid as a faculty member by the Institution, who directly supervises a student's clinical learning experience in the educational program that is the subject of this Agreement.

TERM AND TERMINATION

1.1 Initial Term This Agreement shall begin on the 1st day of April, 2010 and end on the 31st day of December, 2012.

1.2 Termination Any party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. However, such termination shall not take effect with regard to students already enrolled in a specified program until such time as those students have completed their respective program of study or until alternate clinical experiences can be arranged. If no alternative clinical experiences are available, this Agreement shall remain in effect no longer than two (2) semesters from the date of termination or until the date of graduation of students enrolled in the program at the time of termination, whichever shall occur first. It is understood that in the event that a student continues clinical training beyond the termination of the Agreement, the student is still subject to all Hospital policies and the terms

under the Agreement.

RESPONSIBILITIES OF INSTITUTION

2.1 Program The Institution shall conduct a cooperative and coordinated educational program for its students subject to the approval of Hospital and shall provide the Hospital with a course syllabus and course objectives to be carried out at the Hospital.

2.2 Accreditation The Institution shall assure the appropriate accreditation applicable to its programs. The Institution shall provide evidence of accreditation to the Hospital upon its request.

2.3 Coordinator The Institution shall provide its own Coordinator (see Definitions section). The Coordinator shall be available via pager or telephonically while the students are present within the facility.

2.4 Licensed Faculty Instructor The Institution shall provide Licensed Faculty Instructor/s (see Definitions section) who shall be ultimately responsible for the supervision and direction of students and their performance at Hospital. Must be physically present in the facility while students are present in the facility.

2.5 Certification The Institution shall provide evidence and shall maintain at all times during the Term of Agreement, current licenses for those who are serving in the role of the Coordinator or Licensed Faculty Instructor. All students, Coordinators (if applicable), and Licensed Faculty Instructors shall provide evidence of valid Basic Cardiac Life Support Training (BCLS) for Health Care Providers (Course C). The Institution shall immediately notify Hospital, in writing, of any changes or restrictions in current certification of any student, Coordinator or Licensed Faculty Instructor covered by this Agreement.

2.6 Compliance with Hospital Standards The Institution shall instruct its students and

Licensed Faculty Instructors to conduct themselves consistent with the mission, vision, and standards of the Hospital and to abide by the policies and regulations of the Hospital and any pertinent Federal or accreditation regulations at all times. The Institution shall inform students and Licensed Faculty Instructors that they are subject to the Hospital's Substance Abuse and Testing Policy as outlined and described in Addendum B attached hereto and made a part hereof. Ensure that students and Licensed Faculty Instructors have been administered a drug test prior to assignment to Hospital in accordance with the drug screening policy.

2.7 Orientation Students and Licensed Faculty Instructors shall attend orientation provided by the Hospital in order to familiarize them with the Hospital's facilities, procedures, policies, standards and code of ethics and to meet OSHA (Occupational Safety Health Administration) and JC (Joint Commission) requirements or provide proof of participation in an educational program offering equivalent content (OSHA and JC) that is acceptable to the Hospital.

2.8 Scheduling The Institution shall furnish student assignments, to include the date and time of clinical assignments each semester prior to the clinical rotation cycle, to the Hospital designee. The Institution shall develop a mutually acceptable schedule to meet the requirements of the Hospital. The schedule may be altered by mutual agreement at any time or at the discretion of the Hospital.

2.9 Health Requirements The Institution shall ensure that students and Licensed Faculty Instructors comply with the health requirements (immunization screening and testing) of the Hospital as outlined and described in, but not limited to, Addendum C attached hereto and made a part hereof. The Institution shall provide written evidence of compliance upon request by the Hospital.

2.10 Occurrence Reporting An occurrence is any happening that is not within the normal or usual operation of the Hospital or department. The student and/or the Licensed Faculty Instructor is to immediately notify the Hospital Department Manager or immediate supervisor in the event of an unusual occurrence. Proper documentation is to be completed by the student according to Hospital policies and procedures. Occurrence Reports are the property of the Hospital. The Dean or Director of the Program shall be notified of the incident so that appropriate action may be taken. Duplication of these reports or any part of the patient's chart is not permitted by student or Licensed Faculty Instructor.

2.11 Insurance The Institution shall notify the students and Licensed Faculty Instructors that Hospital requires that students and Licensed Faculty Instructors carry liability insurance for the entire period of this Agreement, and a copy of the certificate of insurance shall be provided to the Hospital indicating the effective date, limits of coverage and other pertinent data. Hospital acknowledges that Institution itself is self-insured.

2.12 HIPAA Institution shall direct its students and faculty to comply with the policies and procedures of the Hospital, including those governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the plan participants' role in relation to the use and disclosure of Hospital's protected health information, such Program Participants are defined as members of the Hospital's work force, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However such students and faculty are not, and shall not be, considered to be employees of the Hospital.

2.13 Confidentiality The Institution shall instruct the students and Licensed Faculty Instructors that any and all information obtained shall be confidential and shall be treated

as same and consistent with Hospital policy. All parties, including Institution employees, faculty and students agree that all information and communications obtained, reviewed, made, or produced under this Agreement shall be kept strictly confidential and shall not be disclosed to any person other than authorized representatives of the Hospital, unless such communications or information is available in the public domain independent of its relation to this Agreement or unless required to be disclosed by a court of competent jurisdiction. No part of the patient's chart or medical record may be duplicated or printed utilizing electronic media. All students and Licensed Faculty Instructors shall sign the Non-Disclosure Agreement. The Institution hereby agrees to abide by the privacy provisions outlined in Addendum D attached hereto and made a part hereof.

2.14 Compensation Institution shall be solely responsible for the payment of any and all compensation, wages, reimbursements, benefits, or other stipends, which may accrue or become due and owing to its students or Licensed Faculty Instructors as a result of the program or this Agreement. The parties contemplate that no such monetary compensation shall accrue or become due and owing to students.

2.15 Electronic Media The Institution shall instruct the students and Licensed Faculty Instructors that use of any electronic devices with photographic, auditory and/or recording capabilities must be in accordance with the Hospital's *"Photographing, Videotaping, and other Recording of Patients"* policy CP-39 outlined in Addendum E attached hereto and made a part hereof. Students and Licensed Faculty Instructors who violate this policy shall be removed from the premises and the electronic device(s) shall be subject to immediate seizure. Upon such occurrence, the student and Licensed Faculty Instructor shall not be allowed to continue their clinical program and shall be barred from participating in any future programs at

the Hospital with no exceptions.

2.16 Background Checks The Institution shall conduct background checks on its students and Licensed Faculty Instructors using the following criteria: 1) Social security number verification; 2) Criminal search in accordance with the "Background Screening" policy H-3-2 outlined in Addendum F attached hereto and made a part hereof; 3) Violent sexual offender and predator registry search; 4) Office of Inspector General (OIG) list of excluded individuals/entities; 5) General Services Administration (GSA) list of parties excluded from federal programs; 6) US Treasury Department Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and 7) Employment verification is only to be conducted for students who are or have been certified and/or licensed. The Institution shall complete the background investigation prior to the individual's assignment to the Hospital and needs to be completed on admission to the program and every five years there after. The individual will be unable to participate in the clinical rotation until this requirement is completed. The Institution shall provide an individualized clearance record stating students and Licensed Faculty Instructors have been evaluated for clearance of the criteria listed above. The cost of the background investigation is the responsibility of Institution.

2.17 Grounds for Exclusion The following findings in the background investigation will be grounds for exclusion from the Hospital without exception: 1) Inclusion on the list of ineligible persons, 2) Crimes against persons, 3) Any incident listed on the "Background Screening" policy H3-2 (Attachment F).

2.18 Status Institution agrees that the students shall not be considered the employees or agents of Hospital, for any purposes. In this regard, the Institution represents, warrants, and agrees that with respect to the students: 1) the training is through the Institution's Texas

Department of State Health Services approved EMT Basic course; 2) the training shall be for the benefit of the students; 3) the students shall not displace regular Associates of the Hospital; 4) the students shall be advised that they shall not be entitled to a job at the conclusion of the program with the Hospital or otherwise; and 5) the students shall be advised that they are not entitled to payment of any wages for the time spent in the program or payment for any meals, transportation, other sums, costs or expenses whatsoever.

RESPONSIBILITIES OF HOSPITAL

3.1 Student Access Hospital shall accept students for observational and/or practical experience subject to the terms of this Agreement.

3.2 Facilities Hospital shall make available to the Institution such use of classrooms, libraries and teaching aids as may be reasonably necessary for the implementation, training, and education of the students at no cost to the Institution. Availability of all facilities shall be as reasonably determined by Hospital and shall at all times be subject to Hospital requirements.

3.3 Preceptor The student(s), while undergoing clinical training at the Hospital will be under the immediate supervision and control of the Hospital's Preceptor and/or Institution's Licensed Faculty Instructor. All services rendered to patients of the Hospital, by students, will be properly monitored and supervised by the Hospital's preceptor and the Institution's Licensed Faculty Instructor. Neither the Hospital nor the Associate selected at the Preceptor shall be directly compensated for providing such supervisor.

3.4 Experience The Hospital shall assist Institution in providing experience to the students, as is reasonably possible, taking into consideration the availability of staff and material resources.

3.5 Scheduling The Hospital shall develop a mutually acceptable schedule to meet the requirements of the Institution. The schedule may be altered by mutual agreement at any time or at the discretion of the Hospital.

3.6 Authorized Instruction The Hospital shall instruct its Associates that only duly authorized persons may instruct, order, or direct Institution's students and that unless so authorized, such Associates shall not instruct, order or direct students or Licensed Faculty Instructors. Associates receiving such authorization shall be instructed that the students are undergoing a learning experience and shall not be expected, instructed, ordered or directed to perform functions beyond the level of training previously received.

3.7 Emergency Medical Care The Hospital will provide emergency medical care at the student's and/or Licensed Faculty Instructor's election, up to the limit of the Hospital's ability to provide emergency care for accidents and illnesses that occur on-site. However, it is understood that the Hospital assumes no financial responsibility for the provision of such care. Any financial responsibility remains the obligation of the student and/or Licensed Faculty Instructor. It is expressly understood that students and Licensed Faculty Instructors are not covered under the Hospital's worker's compensation plan or other insurance coverage normally applicable to Associates. Students and Licensed Faculty Instructors shall be subject to the normal admissions and/or payment procedures common to all patients at the Hospital.

3.8 Patient Care The Hospital shall serve as the primary responsible party related to patient care. In accordance with the Institution's educational program, the Hospital shall make available patient care facilities, medical records, equipment and supplies normally used in the Hospital as may be reasonably necessary for clinical instruction and patient care. The Hospital shall provide materials and personal protective equipment for students use in patient care as

mandated by OSHA and CDC guidelines for bloodborne pathogens. A Hospital staff member shall implement interventions that supersede those of the student or Licensed Faculty Instructor when necessitated by compromised patient care standards or hospital policy.

3.9 Peer Review At Hospital's option, or as otherwise required by law, Hospital shall initiate reports to Institution's Peer Review Committee or any other applicable regulatory agency or board regarding any licensed or registered faculty, student, or other employee or agent of Institution who is suspected of unprofessional conduct, unsafe care or other "reportable conduct." Indications of chemical dependency shall be reported to the Dean or Director of the Program so that appropriate action may be taken.

3.10 Dismissal Student(s) may be dismissed from the program at the Hospital's request in accordance with the terms and conditions of this Agreement.

MISCELLANEOUS

4.1 Non-Discrimination Policy Each student shall possess the physical and academic ability to benefit from the education provided at Hospital. There shall be no discrimination on the basis of religion, age, gender, disability, race, color, or national origin in the admission process of the program by either party. Both parties shall provide reasonable accommodation for any disabilities identified in accordance with their appropriate policies and procedures.

4.2 Applicable Law This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

4.3 Waiver No purported waiver by any party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or

provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

4.4 Assignment: Successors This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and except as otherwise specifically provided in this Agreement, their respective successors and assigns.

4.5 Notices Any notice, required or permitted under this Agreement shall be mailed by certified mail, return receipt requested. A party may change its address by giving notice in compliance with this section.

INSTITUTION: City of El Paso
Attention: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

COPY TO: City of El Paso Fire Department
Attention: Training Academy Chief
8600 Montana
El Paso, Texas 79925

HOSPITAL: President & Chief Executive Officer
El Paso County Hospital District
4815 Alameda, 8th Floor
El Paso, TX 79905

4.6 Captions The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement.

4.7 Partial Invalidity 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 herefrom 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.

4.8 Entire Agreement This Agreement supersedes all previous Agreements and constitutes the entire Agreement of whatsoever kind or nature existing between or among the parties respecting the within matter, and no party shall be entitled to benefits other than those specified therein. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

4.9 Amendment or Modification Any amendment or modification to this Agreement shall be in writing and signed by both parties.

4.10 Funding This Agreement is conditional upon, subject to and contingent upon funding being available for the term in question and the Institution shall have no cause of action against Hospital in the event that Hospital is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to Hospital. In the event that Hospital shall not obtain funding, this Agreement shall be void.

4.11 Authority to Execute All signatures to this Agreement warrant their authority to execute this document.

4.12 Force Majeure Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.

4.13 Third Parties Nothing in this Agreement, express or implied, is intended to

confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

4.14 Compliance The Institution represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the OIG or any other governmental program. The Institution shall notify Hospital immediately in the event that the Institution, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program. The Institution represents and warrants that neither it nor its employees, agents, or assigns have been: (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the GSA list of debarred contractors. The Institution shall notify Hospital within three (3) days of the time the Institution receives notice of any action being taken against the Institution or its employees, agents, or assigns which could result in the Institution's exclusion from participating in the Federal health care programs. The Institution acknowledges that Hospital may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of the Institution or its employees, agents, or assigns.

4.15 Code of Conduct The Institution hereby acknowledges that Hospital has adopted a Code of Conduct for the purpose of identifying and rectifying compliance issues as they may arise. The Institution hereby represents and warrants that it shall inform its employees, agents, or assigns that Hospital has a Code of Conduct and that said students and Licensed Faculty Instructors are subject to the Hospital's Code of Conduct Policy CP-1 as outlined and described in Addendum G attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

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

James N. Valenti
President and Chief Executive Officer

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO FORM:

Legal Counsel

APPROVED AS TO CONTENT:

Fire Chief Otto Drozd III
El Paso Fire Department

ADDENDUM A

Program(s)	
Program:	Emergency Medical Technician Basic
Program Requirement:	There will be one Instructor assigned from the Emergency Medical Technician Program to accompany up to 8 students while the students are present within the Hospital rotation.

AA Prg EPFD.doc

ADDENDUM B

EL PASO COUNTY HOSPITAL DISTRICT POLICY

POLICY: H-7-3
EFFECTIVE DATE: 09/93
LAST REVISION DATE: 06/08

SUBSTANCE ABUSE AND TESTING

POLICY

El Paso County Hospital District (EPCHD) maintains a strong commitment to providing an environment that is free from alcohol and illegal drugs, and taking reasonable measures to ensure that alcohol and drug use by covered individuals does not jeopardize the safety and health of our patients, visitors, Associates, contract personnel, volunteers, affiliated students or the public.

All hospital Associates, applicants, volunteers, personnel under contract or affiliated students completing educational requirements under agreement with the EPCHD are required to comply by the provisions of this policy. Personnel under contract or affiliation agreement may be excluded from this policy if the contracted agency or the institution under the affiliation agreement has and enforces a substance abuse and testing policy that is acceptable to the EPCHD.

RESPONSIBLE

Management Associates
Human Resources Department
Occupational and Family Health Services
Hospital Associates
Volunteers
Temporary and Contract personnel
Affiliated students

POLICY REFERENCES

H-2-14	Leave of Absence – FMLA
H-2-15	Personal Leave of Absence
H-2-18	Medical Leave of Absence (Non-FMLA)
H-3-7	Associate Performance Counseling
H-3-9	Performance and Conduct Standards and Expectations
H-7-1	Employee Assistance Programs
H-7-4	Associate On the Job Injury
H-7-6	Pre-Placement Health Assessment

DEFINITIONS

Controlled Substance – a substance, including a drug, an adulterant, dilutant and an

immediate precursor listed in the Texas Controlled Substances Act.

Controlled Substance Analog – (1) a substance with a chemical structure substantially similar to the chemical structure of a controlled substance as defined in Chapter 481 of the TEXAS HEALTH AND SAFETY CODE or (2) a substance specifically designed to produce an effect substantially similar, or greater than, the effect of a controlled substance.

Drug/Alcohol Test - A chemical test to determine whether a covered individual is subject to the effects of alcohol or illegal drugs.

EPCHD property - All property, including automobiles, trucks, vans, and other vehicles, land, parking lots, and buildings owned, leased, or used by, or under the control of the EPCHD.

Illegal drug - Any substances controlled under federal and state law that are not authorized for sale, possession, or use including legal drugs that are obtained or distributed illegally, inhalants having psychological and/or physiological effects, or prescription medication when used in a manner or for a purpose other than prescribed and/or used by someone other than the person prescribed for. Controlled substance analogs or volatile substances that produce the psychological and/or other physiological effects of a controlled dangerous substance are also considered illegal drugs.

Inhalant: A substance containing a volatile chemical, as defined in the TEXAS HEALTH AND SAFETY CODE, Chapter 485.

Medical Review Officer - A licensed physician designated by the EPCHD in the case of pre-employment testing or by the independent testing laboratory in the case of all other testing to conduct the final review of all test results prior to reporting to the EPCHD.

Neutral Selection Basis - A mechanism for randomly selecting individuals for drug tests that results in an equal probability that any Associate will be selected.

Nonprescription Medication - A drug that is authorized in the United States pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

Pharmacy Peer Review (PPR)– program established to aid pharmacists or eligible pharmacy students impaired by chemical abuse or mental or physical illness.

SUBSTANCE ABUSE AND TESTING

Positive Test - A drug test confirms that a covered individual is subject to the effects of alcohol or an illegal drug or drug metabolite.

Prescription Medication - A drug prescribed by a duly licensed physician, dentist, or other medical practitioner licensed to issue prescriptions for use solely by the individual that the medication is prescribed to and can only be obtained in the United States with a prescription. Proof of a valid prescription will be required for prescription medication purchased in Mexico or another country as noted above.

Specimen - A tissue or product of the human body such as urine, blood, saliva, hair, or breath, chemically capable of revealing the presence of drugs in the human body.

TPAPN- Texas Peer Assistance Program for Nurses is a program established to help RNs and LVNs with issues of substance abuse and rehabilitation and offer an alternative to reporting to licensing board.

PROCEDURE

A. Prohibited Conduct

1. Being subject to the effects of alcohol or an illegal drug while in the course and scope of employment and/or while on EPCHD property. Prohibited conduct may also include conduct related to alcohol or illegal drug use that occurs off-duty or off EPCHD property if such impairment has the potential to adversely affect an Associate's work performance, the safety of other Associates and others, or the hospital's reputation in the community.

    a. In the case of alcohol, any detectable level of alcohol in blood, saliva, or on breath using a breath analyzer;
    b. In the case of illegal drugs, having a concentration level at or above the cutoff levels set by the United States Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, as amended from time to time.
    c. In the case of prescription medication, unauthorized and/or abuse of prescription medication when taken in quantity not prescribed or for purposes other than those intended by the prescription, including taking prescription medication prescribed to an individual other than the Associate.

1) Prescription medication purchased in another country without a valid prescription from a licensed physician, dentist and/or recognized practitioner will be considered a violation of this policy. Proof of a valid prescription will be required for all prescription medication.
2) An Associate taking prescription medication, which may reasonably interfere with work performance, judgment, attendance, behavior and/or safety, must provide medical documentation to the Occupational Health department demonstrating their ability to perform the function of their job before being permitted to work.

3) Associates may request reasonable accommodation if they are taking a prescription medication for a disability that interferes with their ability to perform the essential functions of the job. All such requests should be forwarded to Occupational Health.

2. Manufacturing, distributing, trafficking, importing/exporting, dispensing, possessing, selling, attempting to sell, purchasing, attempting to purchase, soliciting, attempting to solicit, transferring illegal drugs or any other criminal drug activity, regardless of whether the Associate is on or off duty and/or on or off EPCHD property when such involvement has the potential to adversely affect the Associates' job performance, the safety of Associates and others, or puts at risk the hospital's reputation.

3. Conviction and/or deferred adjudication for violation of any criminal drug statute.

4. Failure to report an arrest or conviction related to violation of an alcohol and/or drug statute to management and Human Resources within five (5) days of the arrest or conviction.

B. Testing

Applicants, Associates, Volunteers, temporary and contract personnel and affiliated students are subject to alcohol and/or drug testing under the following circumstances:

1. Post-offer

   Applicants for employment will be advised of the hospital's policy and testing requirements.

ADDENDUM B

SUBSTANCE ABUSE AND TESTING

a. All applicants for employment to whom an offer of employment has been made will be required to submit to a drug test. All offers of employment are contingent on the drug test results.

b. Positive drug test results will result in the withdrawal of the application for employment and rescinding of the job offer. The applicant will be informed that they did not meet required standards for employment and are disqualified from being considered for employment with the hospital for a period of one year.

2. Reasonable Suspicion

   Drug/Alcohol testing may be initiated promptly when there is reasonable belief that an individual is impaired or using or has used illegal drugs in violation of this policy drawn from specific objective facts and reasonable inferences and may be based upon, among other things:

   a. Observable phenomena, such as direct observation of drug use and/or physical symptoms or manifestations of being subject to the effects of a drug or alcohol, including detection of alcohol on a covered individual's breath;

   b. Abnormal conduct or erratic behavior while in the course and scope of employment unexplained and/or frequent absenteeism, tardiness, personality changes or disorientation, or deterioration in work performance and/or interpersonal relationships;

   c. Evidence that a covered individual has tampered with a drug test while in the course and scope of employment.

   d. Evidence that a covered individual has caused or contributed to an accident while in the course and scope of employment and/or while on EPCHD property that results in injury to a patient, visitor, co-worker or Associate and/or damages to property over $500;

   e. Evidence that a covered individual is involved in any irregularity in the documentation or handling of drugs, evidence of missing or unaccounted for drugs, inappropriate disposal of or evidence of tampering with drugs when the covered individual has access to such drugs;

   f. Discovery or presence of illegal or suspicious substances or materials in Associate's possession or near Associate's workspace;

   g. Reliable statement by a patient regarding a lack of pain relief or not receiving medication that was documented as administered.

3. Neutral selection basis (random drug testing):

   a. Random drug testing of Associates responsible for direct and indirect patient

care, which includes Associates with direct patient contact or involved in diagnostic testing or therapeutic functions, the preparation of or distribution of drugs and medicine or the maintenance and distribution of patient care equipment or supplies will occur at random times at intervals determined by the hospital, without prior notice.

b. Follow-up drug testing will occur at random times, without prior notice, while a covered individual is undergoing drug/alcohol rehabilitation and for up to two (2) years following completion of any drug/alcohol dependency program.

4. Return from a Leave of Absence

   Associates returning to work from a leave of absence of more than three (3) months in duration may be subject to drug testing prior to their return to work.

5. On the job injury (Workers Compensation Claim)

   Associates who have been injured on the job and have a recordable injury may be required to submit to drug testing as soon as medically possible.

6. Other Testing Programs

   Associates must submit to drug testing when required by federal or state law, regulation or by contractual obligations not otherwise anticipated by the provisions of this policy. Every effort will be made to coordinate new testing requirements with existing testing provisions.

7. Student testing will be in accordance with the affiliated institution's drug testing policy. Any drug testing of students will be coordinated through the respective institution's designee. Affiliated students with positive results may be barred from clinical rotation for a period of one year.

C. Testing Procedure

1. Authorization

   Drug/alcohol tests for Associates and applicants for employment may be authorized by the Director, Human Resources, or designee, for any of the circumstances listed

under this policy or by the immediate supervisor or individual designated in charge when there is reasonable suspicion, as defined in this policy.

a. For reasonable suspicion, the management Associate should complete the *Observation Checklist* and contact Human Resources whenever there is reasonable suspicion that may warrant testing under this policy. HR and the Manager will question the Associate, obtain their consent on *Drug/Alcohol Test Authorization* form and contact the authorized contractor to collect a specimen on site, if necessary.

b. If HR is unavailable (i.e. after business hours) and there is reasonable suspicion, the Administrator of the Day (AOD) should be contacted and will be responsible for completing the *Observation Checklist*, obtaining Associate consent and contacting authorized contractor to collect a specimen on site, and have the Associate complete a *Drug/Alcohol Test Authorization* form.

c. Upon receipt of the *Drug/Alcohol Test Authorization* form, the contractor will collect a specimen for testing.

d. A covered individual tested for reasonable suspicion will be removed from the worksite and placed on investigatory leave pending the results of the drug tests.

e. Occupational Health will be responsible for initiating drug testing of Associates returning back to work after three months leave of absence and Associates involved in on the job injuries.

2. Consent

Prior to specimen collection for drug/alcohol testing, individuals must complete and sign the *Consent to Drug/Alcohol Test* form and agree to the release of the test results to the EPCHD. The consent must include an agreement by the covered individual to be available and a means to be contacted during the four hours following collection of the specimen, in the event the specimen is invalidated for any reason.

3. Withholding Consent

Covered individuals may refuse to submit to drug/alcohol testing; however, refusal to submit to a drug test when requested will result in immediate termination of

employment. Affiliated students shall not be allowed to continue their clinical program and shall be barred from participating in any future programs at the Hospital

4. Specimen Collection

   Specimens will be collected in sanitary conditions with due regard for the privacy of the individual being tested. The specimen collector will notify the person authorizing the test immediately when a covered individual declines to sign the *Consent to Drug/Alcohol Test* Form.

5. Independent Laboratories

   Drug and/or alcohol tests will be conducted by a licensed laboratory selected by the EPCHD, following appropriate chain of custody.

6. Analytical Procedures

   Specimen testing shall conform to scientifically accepted analytical methods and procedures.

   a. Specimens will be split before testing. A portion of the specimen will be used for an initial test and, if the initial test is positive, a portion of the remaining specimen will be used for a confirmation test.

   b. Strict controls will be established on specimens to protect covered individuals from false positives, to eliminate the possibility of specimen contamination or adulteration, and to ensure an unimpeachable chain of custody.

   c. Specimens compromised and invalidated due to a reason other than technical failure will result in retesting. Should that occur:

      1) The individual will be contacted immediately and will have three hours from notification to submit another specimen.

      2) In the event the covered individual cannot be contacted within four hours after the initial specimen collection, or does not submit a urine specimen within three hours after notification, he/she will be considered to have refused to be tested.

3) This provision may be waived if the individual provides written documentation from a physician specifying the health reasons the Associate could not provide a urine sample.

4) This provision is waived if it is determined that the specimen was deliberately tampered with, contaminated or altered with the intent to invalidate the results. In this case, the individual will be considered to have refused to be tested.

5) If a specimen cannot be read due to dilution, the individual will be contacted immediately and will have three hours from notification to submit another specimen. If the second specimen cannot be read, the Associate will be considered to have refused to be tested.

7. Drug test results

An initial drug test will be conducted to determine the presence or absence of drugs or their metabolites in specimens. If the test results are negative, the results will be communicated to the Occupational Health department and Human Resources designee. If the initial test is positive, the following process will be followed:

a. Confirmation test will be conducted on the remaining portion of the specimen to confirm the positive results of the first test.

b. Medical Review Officer (MRO)

A confirmed positive test will be reviewed by a qualified MRO before the results are released to designated hospital personnel. The MRO will determine if circumstances other than violation of this policy have led to the positive result, and will report only confirmed and validated positive results.

c. **Test results** will be reported in writing to the management Associate, Occupational Health or designee, who will notify the appropriate HR designated personnel or institution's designee. Test results will be treated in a confidential manner and will only be released to authorized personnel.

C. Discipline

SUBSTANCE ABUSE AND TESTING

1. Associates may at any time be placed on investigatory leave when there is reason to suspect that the Associate is engaging in prohibited conduct as defined in this policy and in accordance with the *Associate Performance Counseling* policy (investigatory leave).

2. Associates determined to be engaging in prohibited conducted as defined under Section A.1. of this policy may be issued a final warning and mandatory referral to designated Employee Assistance Program (EAP) and/or TPAPN, PPR or other approved peer review assistance program in lieu of separation, provided that this is the first offense and they do not have an active final warning on file.

3. Associates who decline referral to the EAP and/or TPAPN, PPR or other approved peer review assistance program will be immediately separated from employment.

4. Associates determined to be engaging in prohibited conduct as defined under Section A.2-4 of this policy may be subject to immediate separation of employment in accordance with the *Performance and Conduct Standards and Expectations* policy, H-3-9.

5. The hospital reserves the right to take any action deemed appropriate given the particular circumstances and in the best interest of the hospital.

6. Affiliated student engaging in prohibited conduct as defined herein may be barred from participating in clinical rotations at the hospital for one year. Students withholding consent shall not be allowed to continue their clinical program and shall be barred from participating in any future programs at the hospital.

E. Associate Assistance and Return to Work

1. Associate Rehabilitation

   Associates confirmed to be under the influence of illegal drugs or alcohol while in the course and/or scope of employment as defined under section A1 may, for the first offense, receive a final warning and a mandatory referral to the EAP and/or TPAPN or PPR or other approved peer review assistance programs, in lieu of separation. Associates will be required to comply with all treatment recommendations and/or enroll and participate in an approved rehabilitation program as a condition of continued employment.

a. Refusal to enroll, participate in, and successfully complete such a program will result in termination of the Associate.

b. Failure to fully comply with all treatment recommendations of a rehabilitation program will result in termination of the Associate. The following are considered to be evidence of non-compliance:

1) Failure to remain abstinent from drugs or alcohol.

2) Failure to appear at scheduled appointments, or canceling a treatment session without rescheduling within an appropriate time frame.

3) Failure to participate in and complete any component of the treatment plan.

4) Removal from program because of violation of treatment rules.

5) Other, as determined by a qualified provider of the treatment program.

2. Identification of Programs

The Associate will be referred to a designated EAP Program for assistance in identifying appropriate rehabilitation programs available in accordance with the EAP Policy. The Associate will be allowed to select the rehabilitation program s/he desires, but the program must provide the appropriate level of care as assessed by an EAP counselor, qualified physician or psychologist, and must be approved by the EPCHD.

3. Associate Expense

All costs in connection with rehabilitation will be the responsibility of the Associate to the extent not covered by the Associate's elected health benefits.

4. Return to work

a. Written confirmation of enrollment in a rehabilitation program and clearance from the assigned EAP and/or TPAPN, or PPR or other authorized peer assistance program must be provided prior to the Associate being allowed to return to work. If the Associate was away from work more than three working days as the result of the rehabilitation program, written documentation from a

physician or counselor associated with the rehabilitation program is required to clear the Associate to work. If a leave of absence was granted for the Associate, the provisions of the *Leave of Absence* policy apply.

b. Associates may be asked to submit to drug/alcohol testing prior to being allowed to return to work. If the Associate has a confirmed positive test, they will be subject to separation of employment based on non-compliance.

c. Follow-up drug testing will occur at random times, without prior notice, while an Associate is undergoing drug/alcohol rehabilitation and for up to two (2) years following completion of any drug/alcohol dependency program. Confirmed positive results for an illegal substance/alcohol will result in immediate separation of employment.

5. Leave of Absence

   If the recommended rehabilitation program requires a period of full-time attendance or hospital admission, the Associate will be placed on a leave of absence in accordance with the applicable leave of absence policy. Associates will be required to use accrued Paid Time Off and/or Extended Illness Bank hours in accordance with PTO and EIL policies.

F. Confidentiality

1. Nondisclosure

   a. Drug/alcohol test results and other information acquired during the testing and/or rehabilitation process will be treated as private and confidential information and, except as permitted or required by law, will not be disclosed by the EPCHD or the testing laboratory to any other employer, third party, government agency, or private organization (except a drug or alcohol treatment facility for evaluating or treating the Associate) without the covered individual's written consent.

   b. The sole exceptions to this nondisclosure provision apply to students completing educational requirements under agreement with the EPCHD. When determined to have violated this policy in any respect, whether through testing or failure to consent to testing, the student will be reported to the designated contact of the educational institution with which s/he is affiliated.

2. Retention and Access of Information

   a. Laboratory reports, test results, or rehabilitation program information will be placed in a sealed envelope and maintained in a separate satellite file, not the personnel file. Occupational Health will be responsible for maintenance and retention of this information in accordance with applicable record retention requirements.

   b. Access to the information related to drug/alcohol testing will be restricted solely to those persons having a demonstrated absolute need to know, including, but not necessarily limited to, the Occupational and Family Health Manager, Human Resources Director, and/or Human Resources designee and/or an authorized agent of the licensing board under whom the covered individual is licensed (if

applicable).

c. Release of drug/alcohol testing documents will be allowed upon presentation of a valid subpoena and/or request by a duly authorized regulatory agency (EEOC, TWC, etc.).

G. Inspection For Drugs

The EPCHD reserves the right to conduct inspections for illegal drugs and alcohol. Inspections will be conducted in accordance with the EPCHD Security Policy:

1. Inspections may be conducted at the request of an authorized management Associate based on suspicion or evidence of sale, solicitation, possession or use of controlled substances or suspected illegal criminal activity.

2. Associates may be asked to submit to a personal search and/or search of any personal article brought on the EPCHD premises, including search of vehicles and items within the Associate's work area. Associate will also be asked to submit to seizure of any controlled substance found in their possession. Failure to submit to search or seizure may result in separation of employment.

3. Law enforcement officials will be contacted in the event that illegal substances are found.

H. **DRUG AWARENESS AND EDUCATION**

1. Associates and other covered individuals will be informed of this policy during new hire processing, new Associate orientation and the *Associate Handbook.*

2. Associates must sign a statement that they have read the policy handbook and understand the consequences of violations.

3. Drug free awareness programs will be maintained through ongoing drug awareness campaigns, in-services, information and/or workshops.

FORMS

Observation Checklist	951-044-03
Voluntary Consent to Drug/Alcohol Test	RET 100-032-93H

ADDENDUM B

EL PASO COUNTY HOSPITAL DISTRICT POLICY

POLICY: H-7-3
EFFECTIVE DATE: 09/93
LAST REVISION DATE: 06/08

SUBSTANCE ABUSE AND TESTING

El Paso County Hospital District
Policy and Procedure Committee
Chairperson

Date

President and Chief Executive Officer

Date

Review/Revision History:

P&P Committee	**Legal Review**
01/97	06/93
08/99	12/96
12/02	08/99
08/03	12/02
01/07	06/03
06/08	12/06
	06/08

HOSPITAL SCREENING AND IMMUNIZATION

ATTACHMENT A **(Based on CDC Advisory Committee on Immunization Practices (ACIP), OSHA recommendations)**

IMMUNIZATION / SCREENING	RECOMMENDATIONS	APPLICABLE TO	COMMENTS
Tuberculosis	**All Hospital Associates/Volunteers and Contract/Temporary workers or Student personnel assigned in Clinical areas:** TB testing or Chest X-ray within 3 months of hire/placement along with completion of TB questionnaire (for positive reactors). Bi-annual testing/screening required for those working in the high risk areas (Medical unit, Respiratory, Endoscopy, E.R.) Annual testing/screening for all other departments. **All other Contract/Temporary workers or Student personnel assigned in Non-Clinical areas:** TB testing or Chest X-ray within 3 months of hire/placement along with completion of TB questionnaire (for positive reactors). (Note: Documentation two of annual TB tests done within the past two years is acceptable but TB form/questionnaire must be completed upon hire/placement). Bi-annual testing/screening for those working in the high risk areas (Medical unit, Respiratory, Endoscopy, E.R.) Annual testing/screening for all other departments.	All per recommendations	TB form/questionnaire must be completed by those with Positive TB reactions in the same frequency as listed in the Tuberculosis recommendations or by those providing proof of two annual TB tests done within the previous two years of hire/placement.
Rubeola (Measles)	**All Hospital Associates/Volunteers and Contract/Temporary workers or Student personnel assigned in Clinical areas:** Documentation of positive (+) titer. **All other Contract/Temporary workers or Student personnel assigned in Non-Clinical areas:** Documentation of 2 doses of live measles vaccine given after 1st birthday, or U.S. physician documentation of disease.	All per recommendations	If no evidence of immunity (negative titer), measles vaccinations after the titer (2 doses within one year of each other) or signed vaccine declination is required.
Rubella	**All Hospital Associates/Volunteers and Contract/Temporary workers or Student personnel assigned in Clinical areas:** Documentation of positive (+) titer. **All other Contract/Temporary workers or Student personnel assigned in Non-Clinical areas:** Documentation of 2 doses of live measles vaccine given after 1st birthday, or U.S. physician documentation of disease.	All per recommendations	If no evidence of immunity (negative titer), measles vaccinations (2 doses within one year of each other) or signed vaccine declination is required.
Varicella (Chickenpox)	**All Hospital Associates/Volunteers and Contract/Temporary workers or Student personnel assigned in Clinical areas :** Documentation of positive (+) titer. **All other Contract/Temporary workers or Student personnel assigned in Non-Clinical areas:** Documentation of 2 doses of live varivax vaccines, documentation of positive (+) varicella titer, or physician documented disease.	All per recommendations	If no evidence of immunity (negative titer), varivax vaccinations (2 doses within one year of each other) or signed vaccine declination is required. Once vaccinated, contact with immunocompromised patients should be avoided for 3 weeks following administration of the first dose.

Continued on next page

IMMUNIZATION / SCREENING	RECOMMENDATIONS	APPLICABLE TO	COMMENTS
Hepatitis B	**All Hospital Associates, if applicable:** Evidence of 3 dose series and documentation of (+) titer or signed declination form. **Contract/Temporary workers or Student personnel assigned in Clinical areas, if applicable:** Evidence of 3 dose series or documentation of (+) titer or signed declination form.	Anyone handling blood/body fluids	Evidence of 3 dose series not required if proof of (+) titer provided. Up to 2 complete series may be recommended for Hospital Associates who are considered to be non-convertors.
Tetanus/Diptheria	Current vaccine encouraged upon hire/placement. Booster every 10 years.	Anyone assigned in non-Pediatric/Infant areas	Boosters available upon request for hospital Associates only.
Tetanus/Diptheria/Pertussis	One-time dose of Tdap for adults who are 17-64 years of age	Anyone assigned to a Pediatric/Newborn area	
Mask Fit Testing	Annual testing to assure proper fit and use of N-95 mask.	Thomason Associates assigned to enter negative pressure rooms or work with patients with airborne diseases such as TB	

BACKGROUND SCREENING

POLICY

Thomason Hospital recognizes the importance of maintaining a safe environment for Associates, Physicians, visitors, patients, contract/agency personnel, volunteers, affiliated students and/or the public by employing qualified, reliable, honest, trustworthy and non-violent individuals. Consistent with the "Best People Strategy," a vital component of weighing a prospective applicant's qualifications and determining their suitability for employment with the hospital, a thorough investigation of an Applicant's background is conducted.

- All applicants, volunteers and/or contract/agency personnel must provide written authorization for Thomason Hospital to conduct background screening for employment purposes.

- Thomason Hospital will conduct background screening of non-employee individuals, brought to into the hospital by a licensed independent practitioner to provide care, treatment or services within scope of the hospital's services.

- All applicants for employment to include interdepartmental transfers, volunteers, and/or contract/agency personnel are required to supply background employment information covering prior employers and employment history, including personal and professional reference information.

- All applicants, volunteers and/or contract/agency personnel are expected to also provide background information on criminal history, sanctioning history, military service, educational achievements, professional licenses or certifications, registrations, credit history, social security, eligibility to work (I-9) and/or drivers license or driving records relevant to the position requirements.

- Affiliated institutions student clearance process will contain provisions attesting that thorough background screens have been conducted of students assigned to Thomason Hospital.

- Associates are subject to periodic criminal and/or sanction screening throughout their employment with the hospital and must provide a written release to Thomason Hospital to conduct background screening.

- Applicants who reside outside of El Paso, Texas are required to provide the hospital with a criminal background report from the state/county in which they reside or have resided. Thomason hospital reserves the right to obtain a background history report from an investigative or consumer reporting agency.

BACKGROUND SCREENING

- All offers of employment and/or continued employment will be contingent upon obtaining a satisfactory background investigation report.
- CEO has authority to make exceptions to this policy, after conferring with the Compliance Committee.

RESPONSIBLE

Board of Managers
Management Associates
Hospital Associates
Human Resources Department
Applicants
Volunteers
Contract/Agency Personnel
Affiliated Students
Non-Thomason Individuals

LITERATURE REFERENCES

Fair Reporting and Credit Act
Texas Penal Code
United States Code
Texas Government Code Section 411.136
Other State Laws and/or Codes
Comprehensive Accreditation Manual for Hospitals, 2005 Ed. Standards LD.3.70

POLICY REFERENCES

H-1-5 Associate Selection Process
H-3-4 Screening of Associates for Exclusion from Government Programs
H-3-9 Performance Standards and Expectations
H-3-7 Associate Performance Counseling
H-1-3 Associate Records
CP-1 Thomason Code of Conduct
H-4-2 Assessment of Qualifications and Competence of Non-Thomason Individuals Assisting in the Provision of Patient Care

BACKGROUND SCREENING

DEFINITONS

Background Screening – Verification of information regarding an individual's background used to determine suitability for employment, continuation of employment or assignment to hospital, including but not limited to verification of the following:

- Employment history records/references
- Personal references
- Education and academic achievement records
- I-9 Verification
- Social Security Verification
- Applicants/Associates against Sanctioning (OIG or GSA) lists
- Credentials, Licensure, Registration and/or Certifications
- Military Service
- Criminal records background
- Driving records, if applicable to position
- Credit history, if applicable to position

Office of Inspector General (OIG) –Office of the Inspector General maintains a cumulative sanction list of individuals who have been sanctioned and excluded from participation in Medicare and Medicaid programs.

General Services Administration (GSA) - GSA – General Services Administration maintains a list of individuals, entities and contractors excluded from government wide procurement sales programs and non-procurement sales programs.

Contract/Agency personnel – includes, but not limited to, individuals contracted to perform an employment service for the hospital on a temporary basis or employed to work on a special project of limited duration.

PROCEDURES

A. The Human Resources department will be responsible for ensuring thorough background investigations are conducted on applicants, volunteers, or contract/agency personnel and Associates requesting a promotional transfer, in accordance with the position level. Information obtained from checking references and investigating an individual's background will be used to:

1. Verify the accuracy of the employment, academic, or background information provided by the applicant;

2. Identify and/or verify job-related accomplishments, skills, abilities and characteristics that help in establishing an applicant's qualifications for employment.

3. Determine, evaluate and ensure the applicant's overall suitability for the position applied.

4. Ensure that Associates employed or assigned to Thomason Hospital are eligible to work in healthcare and have not been suspended, debarred, sanctioned or otherwise excluded from participation in federal health care programs as provided under the *Screening of Associates for Exclusion from Government Programs* policy, H-3-4.

5. Determine if an individual has been convicted of a criminal offense, which would exclude them from participation in federal health care programs and/or negatively affect their employment with the hospital.

6. Credit history and/or motor vehicle investigations will be conducted as necessitated by the position demands or as deemed necessary.

B. The Nursing Support Services department will be responsible for ensuring affiliated institutions conduct appropriate background screenings of affiliated students prior to assignment to the Thomason Hospital. The institution will be required to complete a hospital approved clearance form that the student has met the requirements of this policy, as stated in the affiliation agreement.

C. **Level of Background Screening**

The extent of the background screening investigation will be dependent upon the scope of the job responsibilities associated with the position. There are two levels of background investigations:

1. **Level I Screening**

(All Associates, applicants, volunteers, /contract/agency personnel, affiliated students) includes but not limited to the following:

a. Employment history verification
b. Social Security
c. Criminal history
d. Violent sexual offender and predatory registry search
e. OIG list of excluded individuals/entities
f. GSA list of parties excluded from federal programs

2. **Level II Screening**

(All professionals, including caregivers, finance Associates and management Associates, including senior level management, administrative Associates, and Compliance Officer) includes but not limited to the following:

a. Level I screening
b. Education verification
c. Professional license verification
d. Certification verification
e. Professional disciplinary action search
f. Department of motor vehicle driving history (if relevant to position)
g. Consumer credit report (if applicable to the position/requirements)

D. **Verification Methods**

One or all of the following verification methods may be utilized to verify information listed on the employment application, resume or job interview supplied by an Applicant and/or Associate.

1. **Telephone Calls**

This method is normally used to contact previous employment and/or personal references listed by the applicant for verification of past employment history; education (diplomas, degrees, etc.); current licensure, registrations or certifications; and other information provided by the applicant in connection with the listed employer. An attempt should be made to illicit information related to the applicant's work habits while employed, dates of employment, positions held and reasons for leaving.

2. **Written Correspondence/On-line Screening**

Obtain written verification of information or check against an on-line database information.

a. This method is utilized to verify factual information as listed above, including verification of military service, education, criminal or sanctioning history (OIG and GSA lists), credit history, motor vehicle reports.

b. This method may require submittal of an applicant's release form to the reporting party/agency.

c. Thomason Hospital may access the on-line database of the Texas Department of Public Safety or other such regulatory agency in any state to obtain a criminal conviction record when an individual applies for employment and/or at any other time the hospital deems appropriate.

3. **Investigative or Consumer Reporting Agencies/Services**

Thomason Hospital, at its discretion, may utilize the services of an outside agency to obtain a consumer report, which may contain background information about current Associates or applicants related to Screening Levels I, and II. Accordingly, the hospital may use the information contained therein for employment purposes, included but not limited to determining eligibility of employment with the hospital. Therefore, Thomason Hospital will abide by the provisions of the *Fair Credit Reporting Act* (FRCA) when obtaining a consumer report.

a. A written disclosure will be provided to all Associates and applicants prior to obtaining a consumer report.

b. Written consent from the Associate or applicant will be required prior to obtaining a consumer report.

c. Thomason Hospital will provide a written certification to the applicable consumer reporting agency certifying that the hospital will comply with all provisions of the FCRA.

d. Prior to taking any adverse action based on the contents of the Consumer Report, the Hospital will provide the Associate or applicant a copy of the Consumer Report and a description of their rights as afforded under the FRCA.

E. **Disqualifying Criminal Offenses**

If the criminal history background investigation reveals a conviction or deferred adjudication for any of the following offenses, the applicant, Associate, contract/agency personnel, and students are considered ineligible for hire, continued employment or assignment subject to review as set forth herein.

The hospital recognizes that the nature of some offenses may pose a more significant risk than others. If the list does not specify whether the offense is a felony or misdemeanor and/or no time frame is specified, then the individual may be disqualified if the results show a conviction for either regardless of when the offense was committed.

1. Any felony conviction within the last ten years;

BACKGROUND SCREENING

2. Murder, homicide, manslaughter (Chapter 19 Penal Code);
3. Kidnapping, false imprisonment (Chapter 20 Penal Code);
4. Rape, sexual assault; sexual battery or any criminal sexual conduct (Chapter 22 Penal Code);
5. Indecency with a child (Chapter 21 Penal Code);
6. Abandoning, endangering or injuring a child, elderly individual or disabled adult (Chapter 22 Penal Code);
7. Sale or purchase of a child (Chapter 25 Penal Code);
8. Agreement to abduct from custody (Chapter 25 Penal Code);
9. Felony assault or 2 misdemeanor assault offenses;
10. Felony battery or 2 misdemeanor battery offenses;
11. Aggravated assault (Chapter 22 Penal Code);
12. Aiding suicide (Chapter 22 Penal Code);
13. Arson (Chapter 28 Penal Code);
14. Aggravated robbery; robbery (Chapter 29 Penal Code);
15. Two misdemeanor robbery offenses within past ten years (Chapter 29 Penal Code);
16. Theft (Chapter 31 Penal Code);
17. Two misdemeanor theft offenses within past 10 years (Chapter 31 Penal Code)
18. Felony burglary and criminal trespass, or two misdemeanor burglary offenses within past 10 years (Chapter 30 Penal Code);
19. Misdemeanor involving abuse, neglect or exploitation against a child, vulnerable adult or disabled individual (Chapter 22 Penal Code);
20. Misdemeanor involving assault, battery, or criminal sexual conduct against a child, vulnerable adult, or disabled individual (Chapter 22 Penal Code);
21. Felony fraud or forgery, or 2 misdemeanor offenses within the past 10 years (Chapter 32 Penal Code);
22. Bribery;
23. Extortion;
24. Larceny;
25. Embezzlement;
26. Felony malicious harassment or stalking, or 2 misdemeanor offenses within 10 years (Chapter 42 Penal Code);
27. Prostitution (Chapter 43 Penal Code);
28. Pornography involving a child, vulnerable adult or disabled individual (Chapter 43 Penal Code);
29. Felony indecent exposure, or 2 misdemeanor offenses within past 10 years (Chapter 21 Penal Code);
30. Felony manufacture, importation, delivery or possession with intent to manufacture or deliver a controlled substance;
31. Any misdemeanor involving manufacture, importation, or delivery (intent to sell) of controlled substances, if convicted within past 10years; or two misdemeanor possession offenses within past 10 years;

32. Felony conviction of driving under the influence of a controlled substance or alcohol (Chapter 49 Penal Code);
33. Criminal domestic violence;
34. Deferred adjudication for any felony listed above.

F. **Other Criminal Offenses**

If the criminal history investigation reveals convictions or deferred adjudications for offenses other than those listed above, the hospital may dismiss a person or deny a person employment if the criminal history information, taken together with all other background information renders the person unqualified or unsuitable for employment.

G. **Sexual Predator**

Applicants, contract/agency personnel, volunteers, and affiliated students will be screened against the sex offender database. The hospital will not employ or accept for assignment any individual that is a registered sex offender.

H. **Evaluation of Background Investigation Reports**

1. Human Resources will be responsible for evaluating the background information obtained through a background investigation based on the appropriate screening levels. Use of the information obtained must be taken in the context for the job for which the applicant is being considered.

2. Background investigations should be completed and results evaluated prior to offering employment. All offers of employment and/or transfers are contingent upon a successful completion of the background investigation based on they appropriate screening level for the position applied.

3. Derogatory references and/or information learned should be considered with all other information about an applicant, and a determination should be made as to the applicant's suitability for employment based on hospital policies/procedures and the C.A.R.E. standards.

4. Human Resources may seek clarification from the applicant regarding the derogatory information.

5. If it is determined that an applicant or Associate has misrepresented or falsified any information on the employment application and/or resume, the job offer will be withdrawn or the Associate will be separated from employment.

6. If it discovered that an applicant or Associate has a criminal conviction of any kind, including deferred adjudication probation, the conviction or deferred adjudication will be evaluated by Human Resources taking into consideration the nature and gravity of the offense committed; date of the offense and time passed since the conviction and/or completion of the sentence; and the relevance to the job sought or held.

7. An Associate may be placed on administrative leave until the matter has been fully investigated and a determination made as to the action, if any, to be taken.

8. If it is discovered that an applicant or Associate is currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs, Human Resources will initiate appropriate action in accordance with the hospital sanctioning policy.

9. If it is discovered that volunteers, contract/ agency personnel, students or non-Thomason individuals have disqualifying convictions as listed herein, are registered sex offenders and/or are currently excluded, debarred or otherwise ineligible to participate in federal healthcare programs, the assignment will be immediately terminated.

I. **Duty to Self-Disclose**

Associates are required to notify management Associates and/or Human Resources if they are convicted of a criminal offense within 5 days of the conviction or deferred adjudication probation. Additionally, Associates are required to immediately notify management Associates and/or Human Resources if they are charged with a crime, which means being arrested or notified of the violation or summoned to appear to answer a charge.

1. It is the responsibility of management Associates to notify Human Resources immediately upon learning of an Associate's conviction or criminal charge.

2. Human Resources will conduct an investigation of the relevant facts and circumstances and a determination will made by management Associates in coordination with Human Resources and legal counsel as to the appropriate action to be taken.

3. Where the alleged criminal misconduct is of a serious nature such as sexual assault, rape, indecency with a child, distribution of an illegal substance, homicide, larceny, theft and/or other disqualifying offense,, recommended actions may include separation, t or suspension without pay, not to exceed three months, pending final disposition of the charge.

J. **Notification of Adverse Action**

1. The applicant and/or Associate will be promptly notified whenever information obtained as part of the background investigation is the basis, in whole or in part, for any adverse employment action.

2. Associates disqualified from continued employment due to a background investigation shall be separated from employment.

   a. The management Associate will be notified and a disciplinary separation action form will be prepared and presented to the Associate.

   b. If an Associate is separated as a result of the background investigation, in accordance with hospital policies, the Associate will not be eligible for rehire.

3. Applicants or Associates disqualified from the selection process or continued employment based on background information will be notified in writing of the disqualification.

4. An applicant or Associate may appeal the disqualification based on background information within 5 days of the date written notice of the disqualification was received.

5. It is the responsibility of the affected applicant or Associate to provide all documentation in support of an appeal within 10 days of the date written notice of disqualification was received. Extensions may be granted for reasonable periods of time.

6. Each appeal will be reviewed on a case-by-case basis by the Human Resources department in coordination with the hospital's legal counsel.

7. If a decision is overturned based on the information provided, the Associate may be reinstated with back pay into the same or equivalent position, depending on the circumstances. An applicant who prevails on appeal may be reconsidered for employment.

BACKGROUND SCREENING

K. **Background Investigation Files Retention and Release of Information**

1. Criminal history records and other background information reports may not be released or otherwise provided to any person or agency except by court order and/or with the written consent of the person being investigated, or as otherwise required by law. Access to this information is restricted to designated Human Resources Associates, Administrative Associates and legal counsel.

2. Access to background information, such as employment and personal references, education verification, licensing, registrations, etc. is restricted to designated members of Human Resources and may be released to management Associates who demonstrate a compelling work-related need to know at the discretion of Human Resources and in accordance with the *Associate Records* policy, H-1-3.

3. Information obtained as a result of a background investigation is for the exclusive use of Thomason Hospital to determine suitability of an applicant or Associate for employment with the hospital. Any misuse of this information for any other purpose for which it was intended could result in disciplinary action up to and including separation of employment.

4. Background information will be retained in a secure master file in the Human Resources department, separate from the Associate file or application and in accordance with record retention requirements.

FORMS

Employment Application	951-009-01 (rev. 11/01)
Notice of Disclosure to Obtain Consumer Report or Conduct Background Investigation	951-037-02
Certification to Consumer Reporting Agency	951-041-02
A Summary of Your Rights Under the Fair Credit Reporting Act	951-038-02

BACKGROUND SCREENING

El Paso County Hospital District Policy and Procedure Committee Chairperson	Date
Chief Executive Officer	Date
Board of Managers Chairperson	Date

Review/Revision History:

P & P Committee	Legal Review	Board of Managers
12/02	11/02	02/06
10/05	10/05	04/06

ADDENDUM D

NON-DISCLOSURE AGREEMENT

Important: Please read all sections below. If you have any questions regarding this Agreement, please ask them of Nursing Support Services Associates before signing. You may request a copy of this Agreement for your own records.

Disclosure of Patient/Provider Information

The student and licensed faculty instructor recognizes and acknowledges:

- that the services El Paso County Hospital District (hereinafter referred to as the "Hospital") performs for its patients/providers are confidential and that to enable the Hospital to perform those services, its patients/providers furnish to the Hospital confidential information concerning their affairs;
- that the good will of the Hospital depends, among other things, upon its keeping such services and information confidential;
- that by reason of the students' and licensed faculty instructors' clinical rotation, the student and licensed faculty instructor may come into possession of information concerning the services performed by the Hospital for its patients/providers even though the student and licensed faculty instructor does not take any direct part in or furnish the services performed for those patients/providers; and
- that the use of any electronic devices to photograph and/or record is prohibited in order to protect patient confidentiality. No part of the patient's chart or medical record may be recorded (duplicated or printed) utilizing electronic media. The recording of patients without patient consent constitutes a violation under HIPAA. Personal digital assistants (PDA) are subject to audit by Hospital designee. Students and Licensed Faculty Instructors who violate this policy shall be removed from the premises and the electronic device(s) shall be subject to immediate seizure.

The student and licensed faculty instructor accordingly agrees that, except as directed by the Hospital, the student and licensed faculty instructor will not at any time during or after his/her association with the Hospital, disclose any of such services or information to any person whatsoever, or permit any person whatsoever to examine or make copies of any reports or other documents prepared by the student or coming into his/her possession under his/her control, that have in any way to do with the patients/provider of the Hospital.

The student and licensed faculty instructor recognizes that the disclosure of any information by the student and licensed faculty instructor may give rise to irreparable injury to the Hospital or to the owner of such information, and that accordingly, the Hospital or the owner of such information may seek any legal remedies against the student and licensed faculty instructor, which may be available.

The student and licensed faculty instructor agrees that he/she will at all times comply with all security regulations, including maintaining the security of his/her computer password(s) in effect at the Hospital, and externally for all material belonging to the Hospital.

I have read and understand all of the above sections of this Agreement and understand that violations of the Agreement will result in the dismissal from the program and disbarment from participation in any future programs at the Hospital with no exceptions.

I authorize the Hospital's designee to audit my electronic devices to include PDAs. _____ (initial)

_____
Print Name

_____
Signature Date

_____
Institution's Name Program
PDA Yes or No

_____
Serial Number, Make and Model

Form 602-116-05

ADDENDUM E

EL PASO COUNTY HOSPITAL DISTRICT POLICY

POLICY:CP-39
EFFECTIVE DATE: 08/04
LAST REVISION

DATE: 04/05

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS

POLICY

It is the policy of El Paso County Hospital District (EPCHD) to protect patients' privacy. The patient has a right to personal privacy while under treatment at EPCHD. The patient or their legally authorized representative may consent or deny consent to anyone to photograph, videotape or record them under certain circumstances as documented in Section 4 of this policy. Consent is not required in all situations. However, refusal to consent when consent is required shall not affect a patient's access to services. Confidentiality statements will be required if necessary.

This policy does not apply to the recording of EPCHD Associates.

RESPONSIBLE

EPCHD Associates
Temporary Employees, Independent Contractors
Affiliated Students
Medical Staff, Residents & Allied Health Professionals (AHP)

POLICY REFERENCES

A-5 Ethics
CP-5 Authorization
CP-13 Designated Record Set
CP-14 Legal (Official) Health Record
CP-36 Release of Information to Members of the General Public
CP-40 Disclosures of PHI to Law Enforcement
K-27 Photography in the Operating Room
L-8 Informed Consent – Adults

LEGAL REFERENCES

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS
45 C.F.R. §§ 160.103,164.514(b) (2)
Medicare Conditions of Participation; 45 C.F.R. §§482.13(c)(1), 482.13 (d)(1)
Texas Health & Safety Code §241.53

LITERATURE REFERENCES

Joint Commission on Accreditation of Healthcare Organizations, 2004. *Comprehensive Accreditation Manual for Hospitals*, Section RI.2.50. Oakbrook, Terrace, IL: Joint Commission on Accreditation of Healthcare Organizations.
American Health Information Management Association (AHIMA) Practice Brief: Patient Photography, Videotaping, and other Imaging (Updated), 2001.

DEFINITIONS

Confidentiality – the right of an individual to reasonable privacy related to personal information including that related to medical condition or treatment, employment, financial status etc.

Disclosure – the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Invasion of Privacy – the unwarranted appropriation or exploitation of one's personality, publicizing one's private affairs with which the public has no legitimate concern, or wrongful intrusion into one's private activities, in such a manner as to cause mental suffering, shame or humiliation to person of ordinary sensibilities.

Law Enforcement Official – an officer or employee of any agency or authority Of the United States, a state, a territory, a political subdivision of a state or Territory, or an Indian tribe, who is empowered by law to:

1. investigate or conduct an official inquiry into a potential violation of the law OR
2. prosecute or otherwise conduct a criminal, civil or administrative proceeding arising from an alleged violation of law

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS

Protected Health Information (PHI) – individually identifiable health information that is transmitted or maintained in any medium or form. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, and in employment records held by a covered entity in its role as an employer.

Recording – refers to photographic, video, electronic or audio media of the patient but does not include an image in which the patient is not individually identifiable, for example the image of a wound or an appendage when the recording is for the sole purpose of advancing medical education.

Treatment – the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party, consultation between health care providers relating to a patient, or the referral of a patient for health care from one health care provider to another.

PROCEDURE

1. Written consent/authorization of the patient or legally authorized representative is required for recording of the patient. Exceptions are described in Section 4.

2. As part of obtaining written consent/authorization, the patient will be given an explanation of:

   a. The purpose of the recording.
   b. The proposed use/disclosure of recordings for treatment, educational, commercial, or any other purposes.

3. The physician or registered nurse who is primarily responsible for that patient's care shall provide the patient with an appropriate explanation of the recording and request written consent/authorization to create, use or disclose the recording.

4. Purpose for the recording:

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS

a. Diagnostic or Therapeutic Procedures: Written informed consent is required prior to the initiation of specified procedures as identified policy L-8, Informed Consent – Adults.

b. Documentation of Abuse and Neglect: Reportable cases of actual or suspected abuse and neglect do not require written consent/authorization from the patient or legally authorized representative prior to recording.

c. Family Members/Friends: Written consent/authorization is NOT needed for recording done by the patient's family members or friends. However, if a family member or friend has the consent of the patient to record a birth or procedure, for example, this should be done only with the agreement of the attending physician or patient's registered nurse who is primarily responsible for that patient's care. The individual may be required to discontinue recording if these health care providers determine that the recording should cease.

d. Law Enforcement:
1) Recordings may be created/disclosed if the patient agrees OR
2) If the patient is unable to agree because of incapacity or other emergency circumstances:
   a) the Law Enforcement Official represents that the information is needed to determine whether a violation has occurred and that the information is not intended to be used for against the victim; AND
   b) the Law Enforcement Official represents that immediate action is necessary in the course of an ongoing criminal investigation; AND
   c) the physician or registered nurse determines in his/her judgment that the creation/disclosure of the recording is in the patient's best interest; such consent shall not be unreasonably withheld and shall be based on the patient's health status.
3) The form: "Request from Law Enforcement for Release of Protected Health Information" must be completed by the requesting Law Enforcement Official prior to the recording.

e. Law Enforcement – Patient In Custody. Law Enforcement Officials may create/disclose recordings of patients who are in legal custody without the written consent/authorization by the patient.

f. Marketing/Publicity/Media requests: Written consent/authorization for EPCHD to use/disclose recordings for these purposes is required.

g. Medical Education/Teaching: Written consent/authorization of the patient or legally authorized representative is required. Recording done for these purposes is not a permanent part of the EPCHD clinical record. As such, the patient or legally authorized representative does not have access to these recordings.

h. Newborns/Commercial Recording: Written consent/authorization of the parent must be obtained prior to the recording of newborns for commercial purposes.

i. Performance Improvement Purposes: Recording as a documentation tool for peer review, performance improvement activities or educational certification may be carried out with written consent/authorization of the patient. These recordings are not considered part of the EPCHD clinical record and will be erased following the completion of the performance improvement educational process.

j. Security: In order to provide for the safety and security of patients, Associates and visitors, EPCHD facilities utilize cameras to monitor the premises. The Guest Services Department will maintain possession of all recordings for a reasonable time and will only disclose recordings in consultation with EPCHD Legal Counsel.

5. Patients unable to consent

a. If a patient is unable to consent and no surrogate decision-maker or legally authorized representative is available, recording may occur

provided that the recording remains in the hospital's possession and is not used for any purpose until and unless consent is obtained.

b. If consent cannot subsequently be obtained, the recording must either be destroyed or the nonconsenting patient's image removed from the recording

6. Summary Chart - Recording

Purpose of Recording	**FORM REQUIRED:** **Consent/Authorization to Create, Use, or Disclose Photographs or Videos**	**Comments**
Diagnostic or Therapeutic Procedures/Surgery	YES	Informed consent required for specified procedures identified in Policy L-8, Informed Consent – Adult.
Documentation of abuse or neglect	NO	Should not be used for teaching purposes without written consent/authorization of the patient.
Family Members/Friends	NO	Recording must be discontinued if the attending physician/patient's primary nurse deems necessary.
Marketing/Publicity/Media	YES	

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS

Medical Education/Teaching	YES	
Newborns/Commercial Recording	YES	
Performance Improvement	YES	Recording will be erased after viewing.
Security	**NO FORM REQUIRED**	EPCHD Legal Counsel is consulted prior to disclosure
Purpose of Recording	**FORM REQUIRED: Request from Law Enforcement for Release of Protected Health Information**	**Comments**
Law Enforcement	YES	In the absence of a subpoena, court order or search warrant or written representation by law enforcement that photography is required as part of an ongoing criminal investigation, written consent/authorization is required by the patient or legally authorized representative.
Law Enforcement- Patient in custody		Law Enforcement Officials may photograph patients who are in their custody.

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS
FORMS

Consent/Authorization to Create, Use, or Disclose Photographs or Videos	952-005-045E 952-005-045S
Request from Law Enforcement for Release of Protected Health Information	843-019-04

Senior Leadership Compliance Committee Chairperson — Date

Chief Executive Officer — Date

Chief of Staff — Date

Review/Revision History

CONFIDENTIALITY OF HEALTH CARE INFORMATION
PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS

Senior Leadership Compliance Committee	Legal Review	MEC
01/05	07/04	8/04
04/05	04/05	02/05

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A LETTER FROM OUR PRESIDENT & CEO

Thomason's success is grounded in our collective commitment to the organization's C.A.R.E values. These values include exceptional customer service, accountability, respect and dignity for our patients, and excellence in all we do.

I write now to reaffirm the expectations of you that the Board of Managers and I have when it comes to compliance with the Hospital District's Code of Conduct and our Compliance Program.

Simply put, we expect all Associates, Medical Staff, and Residents of the El Paso County Hospital District to pursue our business objectives with integrity and in full compliance with the law.

Not only is this the right thing to do, it makes good business sense. By acting with integrity, we earn the trust of our patients, fellow Associates, members of the Medical Staff, regulators, suppliers, elected officials and the community at large -- those whose trust we must have to be successful.

Part of our responsibility is to ensure that we maintain an organization that complies with the many laws, rules, and regulations that affect healthcare. To assist us in that endeavor, we have developed the El Paso County Hospital District Compliance Program.

The Hospital District's Code of Conduct is a critical component of the Compliance Program. This code explains many of the basic rules that apply to our hospital, health plan, and clinics and the personal responsibility that each of us has to speak up if we ever see something that doesn't seem right. You can call the Compliance Hotline 24/7 and reports can be made anonymously.

Our continued success hinges on each individual's commitment to these enduring values, and no success is worth the expense of compromising ethical principles and behaviors.

Read the code carefully. It will help you make sure that your actions never fall short of our pledge to do the right thing. You may also access the hospital's web-based training on the Code of Conduct.

Nothing is more important than our commitment to integrity – no financial objective, no marketing initiative, no effort to outdo the competition.

Our commitment to integrity must always come first.

The Code is about who we are and who we choose to be.

It is about how we do business – everywhere and all the time.

Together, by following the letter and the spirit of the code, we can help ensure that working for the Hospital District is a source of great pride.

Sincerely,

James N. Valenti

James N. Valenti
President & Chief Executive Officer

EL PASO COUNTY HOSPITAL DISTRICT

THIS CODE OF CONDUCT HAS BEEN ADOPTED BY THE EL PASO COUNTY HOSPITAL DISTRICT WHICH INCLUDES THOMASON HOSPITAL, THOMASONCARES, INC., THE DISTRICT'S PROVIDER-BASED CLINICS, AND BY EL PASO FIRST, THE DISTRICT'S INSURANCE COMPANY. ANY REFERENCES TO THE HOSPITAL DISTRICT, ITS POLICIES AND PROCEDURES, OR ITS ASSOCIATES INCLUDE THOSE OF ALL ENTITIES.

- The Code of Conduct applies to all Associates of the El Paso County Hospital District (Hospital District), Contract Personnel, Affiliated Students, Volunteers, Medical Staff, Residents, and the Board of Managers.
- The code applies to everyone that has a business relationship with the Hospital District.
- The Code of Conduct addresses conduct that is not acceptable at the Hospital District.
- It is your job as an Associate to report an incident if you feel the code has been violated.
- We will not allow retaliation against any Associate for good faith reporting.

MISSION – Our Mission is to enhance the health and wellness of the El Paso community by making high quality, affordable healthcare services accessible to all. Our tradition of respectful service is enriched by our participation in healthcare-related education, research, and innovation.

VISION – Our Vision is to be the recognized leader in health promotion, provision, and professionalism, as judged by our commitment to quality, customer satisfaction, value, and community involvement.

VALUES – Our values are our guide to how we will always act as we carry out our day-to-day responsibilities. Our values spell out C.A.R.E., which is what we do:

COMMUNITY – committed to exceptional Customer Service

ACCOUNTABILITY – in actions and results

RESPECT & DIGNITY – "The Golden Rule"

EXCELLENCE – is our only standard

Please refer to these other useful resources on the Hospital District Intranet:

- Associate Handbook
- Board of Managers Bylaws
- Medical Staff Bylaws
- Hospital District Administrative and Patient Services Policy and Procedure Manual
- Procurement Policy and Procedure Manual
- Human Resources Policy and Procedure Manual
- Safety/Environment of Care Policy and Procedure Manual
- Infection Control Policy and Procedure Manual
- Compliance Policy and Procedure Manual

COMMITMENT FROM LEADERSHIP

James N. Valenti
President & CEO

Phillip Rivera
Chief Financial Officer

Carol Smallwood
CEO El Paso First Healthplans

Diana Fancher, RN, MSN
Chief Nursing Officer

Edward M. Sosa
Chief Legal Officer

Maria Zampini
VP of Ancillary Support Services

We will begin to address areas that are important in following the Code of Conduct by making the following commitments:

- We are committed to providing high quality care and skilled, compassionate, reliable service to our patients and to our community in a safe and healing environment.
- We are committed to protecting each patient's right to privacy in accordance with the applicable laws, and regulations and the privacy of all of our Associates.
- We are committed to treating all patients and their family members with warmth, and respect and dignity while providing necessary, appropriate, high quality, and affordable care in a manner that protects the privacy of our patients and the confidentiality of their health information.
- We recognize that the greatest strength of our organization lies in the efforts and talents of our Associates. We are committed to treating each other with respect, dignity and courtesy.
- We will follow all applicable laws and regulations, conduct our business ethically and honestly, and act in a manner that improves the Hospital District's standing in the community.
- We will ensure that documentation, charging, coding and billing functions are performed accurately. We will also ensure that there is documentation to support the services performed and the amounts charged. Communication among the Hospital District's clinicians, coders, billers, and claims staff is necessary to ensure accurate and correct information, billing and reimbursement.
- We will avoid business relationships and actions that could interfere with or be perceived to interfere with our business or clinical decisions.
- We will protect the property, equipment and other resources of the Hospital District against loss, theft or misuse.
- We will consider the safety and security of patients, visitors and Associates in all of our activities.

ETHICAL DECISION MAKING

Making good decisions is essential to the success of our organization. Every day we all make decisions for the organization. We may not realize it at the time, but decisions impact our reputation and standing in the community and our relationships with business associates.

Always consider these questions when you make a decision for the organization:

1. Is it legal?

2. Is it consistent with company policy?

3. Is it consistent with our C.A.R.E. values?

4. Would I be comfortable if it were made public?

If you answer yes to all of these questions, you are following the Code of Conduct and making good decisions for the organization.

If you see or become aware of conduct that appears unethical or illegal, it is your responsibility to report the behavior or situation.

Who should you contact?

- Supervisor / Manager / Director
  or
- Human Resources
  or
- Compliance Office / Anonymous Hotline
  1 (888) 310-3434

EL PASO COUNTY HOSPITAL DISTRICT BOARD OF MANAGERS PLEDGE

On September 11, 2007, the Board of Managers of the El Paso County Hospital District duly executed this pledge in keeping with the Code of Conduct.

I _____, recognizing the important responsibility I am undertaking as a Member of the Board of Managers of the El Paso County Hospital District, hereby personally pledge to carry out in a trustworthy and diligent manner, all the duties and obligations inherent in my role as a Board Member.

My Role:
I acknowledge that my primary role as a Board Member is to contribute to the promotion of the El Paso County Hospital District mission and to carry out the functions of the office of Board Member and/or Officer as described in the Bylaws of the Board of Managers of the El Paso County Hospital District.

My Commitment:
I will exercise the duties and responsibilities of this office with integrity, professionalism, collegiality and due care.

Pledge:
I will represent the El Paso County Hospital District in a positive and supportive manner at all times and in all places unless there is an issue that may compromise the well being of our community residents, in which case I may speak as an individual board member or concerned citizen.

I will exercise my right to voice my opinions and recommendations regarding Hospital District matters, and will respect the rights of other Board members to voice their opinions and recommendations.

I will always act for the good of the community.

I will be prepared to discuss the issues and business addressed at scheduled meetings, having read the agenda and all background material relevant to the topics at hand.

I will support in a positive manner all actions taken by the Board of Managers provided that I reserve the right to voice a dissenting point a view without fear of retribution.

I will observe the parliamentary procedures and display courteous conduct at all board and committee meetings.

I agree not to divulge or distribute any confidential information or records I may encounter during the performance of my duties with EPCHD. I agree that any discussions, records and information that I have access to in connection with these activities will not be disclosed to any unauthorized person.

I agree not to speak on behalf of the El Paso County Hospital District without the authorization of the Board of Managers. I may speak as an individual Board member or a concerned citizen.

I am committed to acting honestly, in accordance with the letter and spirit of all applicable laws and regulations, as well as internal policies governing the affairs of the Hospital District.

I agree that if I am absent from three (3) consecutive meetings of the Board of Managers, or from three (3) consecutive meetings of any committee of which I am a member, I will resign from the Board or that Committee unless my absence has been excused for reasonable cause by the Chairperson of the Board.

I agree to resign from the Board in the event of the revocation of any professional license which I may hold for either professional misconduct or fraud.

I agree to uphold the Bylaws of the El Paso County Hospital District.

I affirm that I have been provided a copy of the El Paso County Code of Ethics and the Hospital District Code of Conduct and that I have read these documents and that I pledge to comply with the ethical standards set forth therein.

I affirm that I have read and I understand this pledge and I promise to comply and faithfully discharge the duties, responsibilities, and obligations set forth herein.

Signature _____ Date _____

Board Member: _____

PATIENTS' RIGHTS

We make no distinction in the admission, transfer or discharge of patients or in the care we provide based on race, religion, age, gender, national origin, sexual orientation, disability or veteran status. Our patients may have diverse backgrounds and cultures therefore, we make every effort to educate and train our caregivers to respect and provide for our patients' particular needs. The hospital respects the patient's right to and need for effective communication. We will respect the dignity, comfort, and privacy of each patient and will treat each with all with consideration, courtesy and respect.

Each patient is provided the Patient Rights and Responsibilities pamphlet and the Notice of Privacy Practices. These documents include the right of a patient to make decisions regarding medical care, the right to refuse or accept treatment, the right to informed decision-making, and the rights related to patient health information maintained by the facility.

Patients have the right to request transfer to another facility. In such cases, we will give the patient an explanation of the benefits, risks, and alternatives.

We understand that everyone needs to plan for healthcare in the future. We will inform patients of their right to make advance directives. These are the documents used to help a person express his or her wishes about medical care in case the person cannot speak for him or herself in the future. We will honor patient advance directives according to all applicable laws.

Each patient can expect to receive appropriate protection involving confidentiality, privacy, and security or protective measures. Appropriate pastoral or spiritual care will be provided. We provide the opportunity for resolution of complaints from patients and their families.

EMERGENCY TREATMENT

We will follow the Emergency Medical Treatment and Active Labor Act ("EMTALA") in providing emergency medical treatment to all patients, regardless of their ability to pay. Provided we have the capacity and capability, anyone with an emergency medical condition is treated and admitted based on medical necessity. In an emergency situation or if the patient is in labor, financial and demographic information will be obtained only after an appropriate medical screening examination and necessary stabilizing treatment (including treatment for an unborn child). We do not admit, discharge or transfer patients based simply on their ability or inability to pay. Patients will be transferred from the Hospital District only in accordance with the Hospital Transfer Policy or as otherwise allowed by law.

CONFIDENTIALITY OF PATIENT INFORMATION

USE AND DISCLOSURE OF INFORMATION

- We collect information about the patient's medical condition, history, medication, and family illnesses to provide quality care.
- We will take reasonable precautions to ensure the confidentiality of patient information.
- We will only release information to third parties if the individual has consented or if permitted by law.
- We will follow the appropriate procedures for obtaining patient consent when using the patient's information for research purposes.
- We will not discuss or review confidential patient information in public areas.
- No Associate, affiliated physician, or other healthcare partner has a right to any patient information other than that necessary to perform his or her job.

PROTECTION OF INFORMATION STORED AND TRANSMITTED VIA COMPUTER SYSTEMS

- We will ensure proper security of the information stored and transmitted on our computer systems.
- We will limit access to information to those Associates who need it to perform their jobs.
- We will implement systems to monitor inappropriate access to information stored on our computer systems.
- We will ensure that Associates and providers are informed about our confidentiality and data security policies and guidelines.
- We will report confidentiality violations to those who can properly assess and resolve the issues. We will follow the appropriate disciplinary action when a violation occurs.

QUALITY OF CARE AND IMPROVEMENT REPORTING

- We promote quality improvement activities throughout the hospital to ensure that high quality care is delivered.
- We will work as a team to meet the physical, psychosocial and cultural needs of our patients.
- We will protect the integrity of clinical decision-making without regard to financial matters.
- We will provide patients with the information they need to make knowledgeable decisions.
- We will treat patients in a manner that preserves their dignity, autonomy, self-esteem and civil rights, and that promotes involvement in their own care.
- We will inform patients about the Hospital District's charges and services.
- We expect all Associates to maintain integrity and quality in their job performance.

STANDARDS OF CARE

- We will provide patient care that meets or exceeds acceptable clinical, patient care and safety standards.
- We will maintain complete records of patient information to ensure continuity of care and to meet the requirements stated in policies, regulatory standards and applicable laws and regulations.
- We will monitor the quality of care provided to ensure that clinical standards are being met and policies and procedures are being followed.
- We expect all Associates to report problems (deficiencies or errors) to those who can properly assess and resolve the issues.

THOMASON C.A.R.E.s, INC. (Provider Based Clinics)

Thomason CARES and its staff, under the direction and governance of the El Paso County Hospital District, serves as the medical home for patients in need of healthcare services in a comprehensive primary care clinic setting. Our goal is to provide the highest level of care and patient education, while keeping emergency room visits to a minimum through patient care management. The physicians, office staff and clinical staff are employed by the Hospital District, and follow all district ethical standards, policies and procedures, and Medical Staff Bylaws, including this Code of Conduct.

THOMASON C.A.R.E.s HEALTH SERVICES FOUNDATION

Because the hospital as a whole impacts a large number of people in many ways at different times throughout their lives, we sometimes have individuals and organizations offer a donation to assist in the mission of the El Paso County Hospital District. The Thomasoncares Health Services Foundation exists for charitable causes and we feel is the most effective choice for donations, bequests, and endowments from potential donors in the community.

WOMEN'S HEALTH SERVICES

The mission of Thomason Hospital's Women's Health Centers is to enhance patients' quality of life by providing superior, comprehensive, preventive and reproductive healthcare. We comply with all applicable federal and state statutes, rules and regulations, including but not limited to Office of Management and Budget (OMB) Circulars and Uniform Grant Management Standards (UGMS), as applicable. We comply with all applicable laws and regulations regarding funding sources.

EL PASO FIRST HEALTHPLANS

El Paso First Health Plans, Inc., ("EPFHP") is committed to ethical business practices and operating in accordance with all applicable federal, state, and local laws, rules, and policies relating to the operations of a health maintenance organization and the delivery of health care services. EPFHP has adopted a Compliance Plan to set forth these ethical standards and to provide all contracted providers and staff with a framework for ethical and legal business practices and employment expectations, and to establish mechanisms to aid in the identification and correction of any actual or perceived violations of any applicable laws, rules, regulations, and EPFHP's policies and procedures. In order to achieve this purpose, the Plan imposes a duty upon all staff and contracted providers to report, as provided in the Plan, any actual or perceived violation of any applicable laws, rules, regulations, or any policy or procedure of EPFHP. EPFHP staff and contracted providers who fail to comply with this Plan may face disciplinary actions. All EPFHP officers, directors, managers, and employees must know and understand the provisions of this Plan. EPFHP will modify this Plan if necessary to comply with the requirements of the Model Compliance Plan for HMOs when such a model plan is issued to the U.S. Department of Health and Human Services, and/or the Office of the Inspector General. EPFHP will designate executive and other personnel to attend mandatory training in fraud and abuse detection, prosecution, and reporting.

RELATIONSHIPS WITH OUR HEALTHCARE PARTNERS

AFFILIATED PHYSICIANS

- The Hospital District's Medical Staff includes physicians who are employed or affiliated with Texas Tech University Health Sciences Center ("TTUHSC") as well as community physicians. We encourage our Medical Staff to continue respectful and supportive interaction with our workforce in a manner that follows the Code of Conduct. There are many aspects of this Code of Conduct that pertain to ethical or legal obligations of physicians in hospitals.

- There are two Federal and State laws that are of particular interest to hospitals doing business with physicians: The Stark Law and the Anti-Kickback Statute. In order to satisfy ethical and legal standards regarding referrals and admissions, these laws are summarized below:

  1. We will not pay for referrals. We will accept patient referrals and admissions based solely on the patient's clinical needs and our ability to render the needed services. We will not pay or offer to pay anyone -- colleagues, physicians, or other persons -- for referral of patients. Violation of this policy may have grave consequences for the organization and the individuals involved, including civil and criminal penalties, and possible exclusion from participation in federally funded healthcare programs.

  2. We will not accept payments for referrals we make. No Hospital District Associate nor any other person acting on behalf of the organization is permitted to solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. Similarly, when making patient referrals to another healthcare provider, we will not take into account the volume or value of referrals that the provider has made (or may make) to us.

- The Hospital District evaluates all physician and referral source contracts for fair market value prior to performance of services under the contract. Along those same lines, proper documentation is required prior to payment for physician services.

BUSINESS PARTNER AGREEMENTS

- We expect our business partners to maintain strong confidentiality protections and limit the use of the information we provide them as prescribed by law and regulation.

- We ask our business partners to comply with our confidentiality agreement during and after the partnership.

- We protect the confidentiality of the information provided to us by our business partners to the extent permitted by law.

BUSINESS ASSOCIATES

- The Hospital District has many business associates. In the normal course of providing quality care for our patients, it is necessary to share our patients' protected health information with some of our business associates. As discussed in the Confidentiality section below, The Hospital District will enter into Business Associate Agreements and expects our business associates to protect our patient's protected health information in compliance with the HIPAA Privacy Regulations and all other applicable laws, rules, and regulations.

INFORMATION CONFIDENTIALITY AND SECURITY AGREEMENTS

- All El Paso County Hospital District (EPCHD) Associates, Contractors, Medical Staff, Residents, Allied Health Professionals (AHP's), referring and other Physicians, Volunteers, working on EPCHD premises or accessing the information systems remotely via a virtual private network (VPN) connection who are accessing EPCHD's sensitive and/or patient information must sign an Information Confidentiality and Security Agreement prior to any access being granted.

RELATIONSHIP WITH MEMBERS OF THE WORKFORCE / VENDORS

HOSPITAL LEADER CONFLICTS OF INTEREST

- The Hospital District has a fiduciary and ethical responsibility to local taxpayers to maintain an environment of transparency. One of the ways this duty is fulfilled is by ensuring financial conflicts of interest are handled appropriately.

- The Hospital District has an annual disclosure process that is designed to identify and address potential, actual, and apparent Conflicts of Interest with Hospital District leaders and vendors or others who may do business with the Hospital District

VENDOR CONFLICTS OF INTEREST

- In accordance with Chapter 176 of the Texas Local Government Code, vendors seeking a business relationship with the Hospital District must attest to any Conflicts of Interest with EPCHD's local government officers.

GIFTS, GRATUITIES, FAVORS, DISCOUNTS

- EPCHD leaders shall not accept anything with a retail value exceeding $50.00, including donation of goods or services, from any supplier, vendor or organization doing or seeking to do business with the Hospital District.

- Our Associates do not solicit, obtain, or retain any item or service of personal benefit from a vendor, patient, or any organization doing or seeking business with EPCHD that could influence or be perceived to influence the Associate's performance or decision making.

- Our Associates do not accept cash gifts of any amount from a supplier, vendor, patient, or any organization doing or seeking business with EPCHD.

CONTRACTING PROCESS

- We will strictly adhere to the rules established in the Procurement Manual of the El Paso County Hospital District (EPCHD) with respect to the procurement of supply items and services.

- The procurement activities of EPCHD are to be conducted with integrity and in a professional manner that complies with the spirit and intent of the mission of EPCHD, with the principles of sound business practice, with all applicable laws and regulations, and otherwise in accordance with the Procurement Manual.

RESEARCH ACTIVITIES

- We will ensure that all research activities are approved through the Institutional Review Board (IRB) process and that all investigators have formally completed the investigator training prior to commencement of any study at the Hospital District.

- We will audit the accounts of all research study patients to ensure proper billing practices.

LEGAL AND REGULATORY AUTHORITY

- We are committed to an environment in which compliance with rules, regulations, and sound business practices is woven into the corporate culture. We accept the responsibility to aggressively self-govern and monitor adherence to the requirements of law and to our Code of Conduct.

- The Hospital District provides varied healthcare services in the state of Texas. The services are provided pursuant to applicable federal, state, and local government laws. The laws, regulations, Conditions of Participation may include, but are not limited to, licenses, permits, accreditation, access to treatment, consent to treatment, medical record keeping, access to medical records, confidentiality, patient rights, clinical research, advance directives, medical staff credentialing, and Medicare and Medicaid program requirements. There is a range of expertise within the organization that can be consulted for advice concerning legal, regulatory, and human resources requirements.

- We will issue and maintain financial and cost reports, accounting records, research reports, expense accounts, time sheets and other documents that accurately and clearly reflect the Hospital District's transactions and financial performance.

- Anyone aware of conduct that appears illegal should report the behavior or situation to their supervisor or manager, department director, Human Resources, the Compliance Officer, or the Anonymous Hotline, 1 (888) 310-3434.

- All Associates, Contractors, Medical Staff, or Agents of the EPCHD are expected to be familiar with and comply with federal and state laws, including laws specific to healthcare fraud.

- Willful non-compliance will expose Associates to disciplinary action up to and including termination. In the case of criminal behavior, we will notify the proper authorities.

REIMBURSEMENT FOR SERVICES PERFORMED (CHARGES, CODING, DOCUMENTATION, AND BILLING)

- We will ensure that documentation, charging, coding and billing are performed accurately. We will also ensure that there is documentation to support the services performed and the amounts billed. Communication among Thomason clinicians, coders and billers is necessary to ensure accurate and correct information, billing and reimbursement.

- We are committed to dealing with our third party payers in a way that demonstrates our commitment to contractual obligations and reflects our shared concern for quality healthcare and bringing efficiency and cost effectiveness to healthcare. We will take great care to assure all billings to government payers, commercial insurance payers and patients are true and accurate and conform to all pertinent federal and state laws and regulations. We will not tolerate any Associate or agent of the Hospital District knowingly presenting or causing to be presented claims for payment or approval that are false, fictitious, or fraudulent.

- We are committed to following the practices outlined in the Centers for Medicare and Medicaid Services (CMS), Medicare, Medicaid, and Intermediary provider manuals to ensure both accurate billing and submission of claims only for services that are actually rendered and medically necessary.

- We will maintain an accurate and updated Charge Master following correct coding and billing requirements for CMS and other third-party payors.

- We will maintain appropriate documentation to support coding and billing. We will bill for services according to the medical necessity guidelines provided by the various payers. We will only bill for eligible services that are rendered and documented.

- We will promptly investigate and correct problems if errors in claims or billings are found. We will identify errors, report them to our managers or the appropriate individual, and correct them in a timely and appropriate manner.

- We will document all services that are performed and we will not bill for services that are not documented appropriately.

- Our coders will have proper credentials and education in order to perform the duties of coding for services performed in the Hospital District.

- The Hospital District does not make contributions to candidates for any elective office, nor to any political organization. Furthermore, you, as an Associate, may not make contributions, whether in cash or otherwise, on behalf of the Hospital.
- All Associates are encouraged, but not required, to support the legislative process through personal contributions or by volunteering their personal time to the candidate or organization of their choice.
- With respect to an Associate holding public office, whether elective or appointive, the potential for conflict or interest, or the appearance of a conflict, must be seriously considered.
- If you have any questions regarding political activities, please contact the Hospital's Legal Department or Management.

ACCREDITATION AND SURVEYS

The Hospital District will deal with all accrediting bodies in a direct, open and honest manner. We will not take any action in relationships with accrediting bodies that would mislead the accreditor or its survey teams, either directly or indirectly.

We are committed to being in full compliance with the standards established by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). To that end, this Code addresses our marketing, admission, transfer and discharge policies, as well as billing practices. The Code also addresses the relationship of the hospital and its Associates to other healthcare providers, educational institutions and payers. Furthermore this Code emphasizes our policy to preserve and protect the integrity of clinical decision making regardless of how the hospital compensates or shares the financial risk with its leaders, managers, clinical staff, and licensed independent practitioners

The mission of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) is to continuously improve the safety and quality of care provided to the public through the provision of healthcare accreditation and related services that support performance improvement in healthcare organizations.

JCAHO evaluates the quality and safety of care for more than 15,000 U.S. healthcare organizations, including Thomason Hospital. We intend to maintain this accreditation on an annual basis.

PROTECTION OF PROPERTY AND ASSETS

- We will protect the property, equipment and other resources of the Hospital District against loss, theft or misuse.
- We will use the Hospital District's funds to purchase property, equipment, supplies and other assets that will help us to achieve our mission of providing high quality, low-cost healthcare.
- We will dispose of property that is no longer used or needed in accordance with our asset retirement procedures. The practice of selling, trading, transferring or scrapping of property without the appropriate approval is considered a misuse of assets.
- We accept responsibility for the safeguarding of the Hospital District's property, equipment, supplies, services and other assets. We will maintain internal controls within our areas of responsibility to ensure that these items are protected from theft or misuse.
- We will not install, share, or copy software programs or perform any other acts that would be in violation of the vendor's software license agreements.
- We proactively protect our assets against theft through processes and procedures that provide for deterrence, detection, prevention, and prosecution of theft
- The Texas Local Government Records Act provides that each local government must establish an active and continuing records management program. The Hospital District has a comprehensive records management process that was approved by the Texas State Library and Archives Commission. All Associates must follow the rules established by the Hospital District for the creation, maintenance, retention, and disposal of our records. The EPCHD may not destroy medical records that relate to any matter that is involved in litigation if the hospital knows the litigation has not been finally resolved.

SAFE AND HEALTHY WORK ENVIRONMENT

- Thomason Hospital is committed to providing a healthy and smoke free atmosphere for its Associates, patients, visitors, etc. Smoking on our campus is strictly prohibited and will not be tolerated.
- The Hospital District employs qualified, reliable, honest, trustworthy and non-violent individuals. Prior to extending any offers for employment or business relationships, background screening must be performed and in accordance with our rules for disqualifying offenses under Hospital District policy.
- The Hospital District is committed to providing an environment that is free from alcohol and illegal drugs, and to taking reasonable measures to ensure that alcohol and drug use does not jeopardize the safety and health of our patients, visitors, Associates, contract personnel, volunteers, affiliated students or the public.

WORKPLACE CONDUCT

- We recognize that the greatest strength of our organization lies in the efforts and talents of our Associates. We are committed to treating each other with respect, dignity and courtesy.
- We will provide equal employment and advancement opportunities to all applicants and Associates.
- We will not discriminate in any of our employment practices on the basis of race, color, religion, gender, age, national origin, disability or veteran status.
- We will not tolerate any type of unlawful workplace harassment.
- Violent act or threats of violence are strictly prohibited by Hospital District Associates. We model a ZERO tolerance for workplace violence.
- Committing or allowing retaliation for good faith reporting of a perceived or suspected Code of Conduct violation, or for participation in an investigation of an alleged violation, will not be tolerated.
- We will set high standards of performance and conduct and hold Associates accountable for their actions.
- Do not misuse Hospital District equipment or property and take all necessary precautions to safeguard it.
- Do not use your position as an Associate to support political appointees or candidates for office or to receive a benefit.
- Promptly report any illegal activities or violations of Hospital District policies or the Code of Conduct to the appropriate entity.

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MARKETING PRACTICES

- We may use marketing and advertising activities to educate the public, provide information to the community, increase awareness of our services, and to recruit colleagues. We will present only truthful, fully informative, and non-deceptive information in these materials and announcements.

- In preparation of bids and proposals related to marketing of the Hospital services to external customers, Hospital Associates are expected to disclose all current, accurate and complete pricing data based upon known facts in instances where facts exist, or upon sincere and honest judgment of the absence of facts, It is never acceptable to underestimate cost or overstate benefits in order to obtain business contracts, Finally, in the performance of a contract, it is Hospital policy that care be taken to prevent any non-approved deviation from the written contract specifications, and that all products or services meet written contractual agreements.

- We strive to fairly and accurately represent the Hospital and its capabilities, avoiding false and misleading, advertising and rejecting high pressure manipulation, or misleading marketing or sales tactics. It is Hospital policy that all marketing materials will reflect services and products available, the current level of licensure and accreditation, and compliance with applicable laws and regulation in advertising and non-discrimination. All verbal and written communications shall be true, fair and accurate.

- A momentary advantage gained through even slight misrepresentation or exaggeration can compromise and endanger the future success of the Hospital.

PROCUREMENT OF GOODS AND SERVICES

- When considering the purchase of a product or services the Hospital will follow the hospital district's Procurement Manual. Associates must allow the Materials Management department to issue legal purchase orders.

- Bids and price quotes may be solicited by sending out Request for Proposal or via telephone calls, as per the Procurement Manual. The hospital district recognizes that obtaining bids and prices quotes may not always be practical: for example, a vendor (or physician) may be a sole source provider if services provided are so unique or specialized that such services are not readily available from another source.

EPCHD COMPLIANCE PROGRAM AND CODE OF CONDUCT PURPOSE

The Hospital District has implemented a formal Compliance Program designed to prevent and detect violations of federal or State law in the conduct of the Hospital operations by Associate, physicians and agents. The effectiveness of the Compliance Program depends on each Associate's willingness to bring issues to the attention of his or her supervisor or the Compliance Officer. All actual or suspected compliance issues must be reported.

KEY RESPONSIBILITIES FOR ALL ASSOCIATES

- Seek advice from your supervisor, manager, Human Resources or the Compliance Office if you have any questions regarding your responsibilities related to your job or this Code of Conduct.
- Display high ethical standards in all your clinical and business decisions.
- Represent the organization in a fair and honest manner.
- Do not misuse hospital district equipment or property and take all necessary precautions to safeguard it.
- Do not use your position as an Associate to support political appointees or candidates for office or to receive a benefit.
- Do not use the organization's funds for improper or illegal activities.
- Promote open lines of communication between clinicians, coders and billers to maintain correct billing and reimbursement for services provided.
- Do not conduct personal business while on the premises.
- Maintain a safe and healthy work environment.
- Do not accept cash or gifts from vendors.
- Take care to ensure the confidentiality of patient and Associate information.
- Follow the Code and all policies and procedures.
- Follow federal, state, and local laws.
- Promptly report any illegal activities or violations of hospital district policies or Code of Conduct to the appropriate entity.

ELEMENTS OF THE COMPLIANCE PROGRAM

- We have established compliance standards and procedures to be followed by Associates and Agents of the Hospital District
- The Compliance Officer of the Hospital District oversees all compliance activities
- We ensure that background checks are performed on all Associates and agents of the Hospital District and ensure that our healthcare providers have not been sanctioned by a federal payer.
- We educate and train our Associates on Compliance policies and procedures on an annual basis and as needed throughout the year.
- We have various monitoring and auditing programs in place to achieve compliance with standards under guidelines established by the federal government for effective compliance programs.
- Sometimes an investigation indicates a deficiency in a hospital process. Compliance strives to improve the process and prevent further similar deficiencies.

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EPCHD COMPLIANCE PROGRAM AND CODE OF CONDUCT PURPOSE continued

We encourage good faith reporting and understand that there are times when you may want to be anonymous. The Compliance Anonymous Hotline is available 24-hours-a- day, seven-days-a-week for phone calls.

COMPLIANCE HOTLINE
1.888.310.3434

Please consider the questions listed below when deciding whether to report a potential violation of the Code of Conduct.

- Do I have a reasonable understanding of the facts available to me?
- Do I believe the action is in violation of the standards as outlined in the Code of Conduct?
- Do I believe the action is in violation of any known law, rule, regulation, policy or procedure?

COMPLIANCE INVESTIGATION AND RESOLUTION

The Compliance Office will ensure the prompt and thorough investigation of all suspected violations and will coordinate appropriate follow-up action and resolution as indicated.

All investigations will be conducted following established procedures for confidentiality.

STATEMENT OF NON-RETALIATION

We feel very strongly about protecting your rights as an Associate reporting a potential violation of the Code of Conduct.

If we discover that you are being retaliated against for bringing a suspected violation to our attention or for participating in an investigation, we will take action as per hospital policy.

Any Associate who commits or allows any form of retaliation may be subject to disciplinary action, up to, and including termination.

If you suspect healthcare fraud is occurring and feel that the Compliance Hotline investigation is not satisfactory, or you do not feel comfortable with reporting the allegation through any internal method; you have the right to contact the Office of the Inspector General (OIG).

EXAMPLES OF HEALTH CARE FRAUD INCLUDE:

- Billing for services not rendered or goods not provided
- Falsifying certificates of medical necessity and billing for services not medically necessary
- Billing separately for services that should be a single service
- Falsifying treatment plans or medical records to maximize payments.
- Failing to report overpayments or credit balances
- Duplicate billing
- Unlawfully giving healthcare providers, such as physicians, inducements in exchange for referrals for service.
- Physician billing for services provided by interns, residents, and fellows in a teaching hospital.

Process to Notify the Federal or State Government Regarding Reporting Fraudulent Activity:

OIG Hotline Reporting
1.800.436.6184
www.hhs.state.tx.us/OIG