

RESOLUTION

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

THAT the Mayor be authorized to sign an Interlocal Agreement, between the CITY OF EL PASO, TEXAS TECH UNIVERSITY HEALTH SCIENCES at El Paso, and the EL PASO COUNTY HOSPITAL DISTRICT d/b/a R. E. THOMASON GENERAL HOSPITAL, whereby Texas Tech agrees to provide medical control and guidance to the City's EMS System, as well as other medical services, at a cost in FY-2005 to the City not to exceed \$728,026.00, and whereby Thomason Hospital agrees to act as the base station for the City's FMS System at no cost to the City. Said contract to have an effective date of September 1, 2004 and a termination date of August 31, 2007, with the option, upon mutual agreement by the parties, to extend the contract.

Passed and approved this 13th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

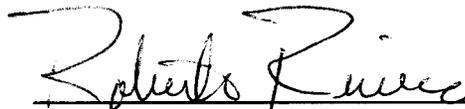
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:



Chief Roberto Rivera
El Paso Fire Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CITY OF EL PASO DEPARTMENT
INTERLOCAL AGREEMENT
ARTICLE 1 37

THIS AGREEMENT, made this 13th day of July, 2004, by and between the **CITY OF EL PASO**, hereinafter called the "City," **TEXAS TECH UNIVERSITY HEALTH SCIENCES** at El Paso, hereinafter referred to as the "University," the El Paso County Hospital District d/b/a **R. E. THOMASON GENERAL HOSPITAL**, hereinafter referred to as "Thomason," witnesseth:

WHEREAS, the City operates an Emergency Medical Services System pursuant to V.T.C.A Health & Safety code, Chapter 773, and

WHEREAS, Fire Department personnel provide medical services under the direction of a licensed physician; and

WHEREAS, Emergency Medical Services System personnel, through the City's First Responder component, further provide basic life support services pursuant to the standing delegation orders of a physician; and

WHEREAS, the City, through the Fire Chief and other relevant department heads, wishes to purchase certain specific services for the system, including Medical Direction, Medical Control, and various educational services; and

WHEREAS, the University and Thomason are uniquely qualified to provide those services; and

WHEREAS, the University, Thomason, and the City of El Paso are authorized to enter into this contract pursuant to the V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A. Government Code, Chapter 771, the Interagency Cooperation Act.

NOW, THEREFORE, for and in consideration of the following mutual promises contained herein, the City, the University and Thomason hereby agree as follows:

ARTICLE I

- A. Words defined in the Emergency Medical Services Act (V.T.C.A., Health and Safety Code, Chapter 773) shall have the same meaning in this contract unless otherwise specified.
- B. "Business Associate" shall mean University.
- C. "Capital Equipment" shall mean any equipment or supply with a value of \$1,000.00 dollars or more and life expectancy grater than one year.

- D. "Emergency Medical Services System" or "EMS System" or "EMSS" shall mean the City of El Paso's Fire Department, as well as the First Responder component of the system.
- E. "Fire Chief or his designate" means that City Department Head charged with the provision of EMS Services for the City of El Paso.
- F. "Fire Department" or "FD" shall mean the El Paso Fire Department.
- G. "First Responder" shall mean those employees of the City of El Paso who have been tasked with providing immediate basic life support on-scene care to ill or injured persons. This may include members of the El Paso Police Department and Emergency Medical Dispatchers.
- H. "HHS Privacy Regulations" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
- I. "Individual" shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined 45 C.F.R. 164.501.
- J. "Information" shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.
- K. "Local Certification" shall mean approval by the Medical Director to render medical care under the direction of the Medical Director, or Medical Control Physician, or through approved medical protocols of the EMS System.
- L. "Medical Policy Board" shall mean the El Paso Fire Department Medical Policy Board created by City Ordinance 8820, and any amendments thereto, or any successors to that Board.
- M. "Medical Control Physicians" shall mean those Texas Tech University Health Sciences Center physicians performing medical supervision.
- N. "Medical Director" shall mean that physician employed by the University, and agreed upon by the City, who is responsible for fulfilling the duties of EMSS Medical Director, as provided under the authority of the Medical Practice Act, V.T.C.S. Article 4495B, Texas Department of Health V.T.C.A. Health & Safety Code, chapter 773, and this contract.
- O. "Parties" shall mean BUSINESS ASSOCIATE and the CITY.
- P. "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

ARTICLE II

- A. The City hereby contracts with the "University" to perform the following services under the terms and conditions hereinafter stated, and the University hereby accepts and agrees to perform such services. The University agrees to appoint a physician who meets the qualifications of 22 TAC Section 197.3 and as listed on EXHIBIT B from its El Paso-based facility as Medical Director to the EMS System. The City and the University shall mutually agree upon said appointment. If the Medical Director is unable to fulfill the terms of this agreement, the University may appoint a temporary Medical Director who meets the qualifications of 22 TAC Section 197.3 until such time that a permanent appointment is mutually agreed upon by the University and the City.
- B. The Medical Director shall:
- (1) Be responsible for the local certification of all personnel employed by the EMSS including first responder and emergency medical dispatch personnel, and for the immediate notification to the Fire Chief or his designate and the appropriate City Department Heads responsible for operation of first responder components of EMSS, when any EMSS personnel's local certification is withdrawn.
 - (2) With documentation and following appropriate investigation, recommend to the appropriate Department Head the removal of incompetent EMSS personnel from direct patient care; require further training or retraining of EMS System personnel; and, where appropriate, recommend decertification to the Texas Department of Health in accordance with that agency's established revocation procedures.
 - (3) Attend, if requested, all Civil Service Commission meetings or proceedings, including hearings before the Civil Service Hearing Officers, involving appeals of personnel actions arising from or related to any actions of the Medical Director.
 - (4) Attend, if requested, all meetings or proceedings, including any hearings before a federal arbitrator, involving appeals or grievances of personnel or other actions involving City employees who are part of the EMSS and who are covered by a collective bargaining agreement between the City and a labor union, if such appeal or grievance arises from or is related to any actions of the Medical Director.
 - (5) Provide written reports or sworn statements to the City Attorney's Office as requested. Attend pre-trial conferences, depositions and trials arising out of his or her duties as Medical Director.
 - (6) Be responsible for the supervision of all medical control functions; provide to the

Fire Chief or his designate a listing of physicians who are authorized and qualified to serve as supervising physicians, adding and deleting names of supervising physicians as such occur within ten (10) days of the changes; provide the Fire Chief or his designate records of training provided to the physicians involved in providing Medical Control; and cooperate with the Fire Department's Training Division in providing the opportunity to become involved in training said physicians.

- (7) Function as a physician liaison for EMSS to the local medical community, ascertaining and being responsive to their needs; and
- (8) Regularly meet (at least quarterly) with the Fire Chief or his designate, relevant City Department Heads, and other administrative officials of the City or Health District, as appropriate, on the operation of the EMS System.
- (9) Perform all other functions of an EMSS Medical Director required by state statutes or regulations.
- (10) Provide Infectious Disease Control functions for the City's Public Safety Agencies to include development of programs for immunization, education, counseling, standardization of equipment, procedures and policies involving exposure to infectious diseases and the development of a system for the treatment, follow-up, and documentation of infectious disease exposures. Provide initial follow-up for 100% of reported, suspected exposures. Education of infectious diseases will include Bloodborne pathogens to include Hepatitis B and C, tuberculosis and other airborne diseases, HIV and AIDS. Immunizations shall be documented as given and records updated within 30 days of administration. Yearly audits of immunization records to insure 75% compliance for employees of the Fire Department will be conducted.
- (11) Through local certification, approve the level of pre-hospital care which may be rendered locally by each individual employed by, precepted by, or trained through the EMS System under the Medical Director's supervision, regardless of the level of state certification;
- (12) Establish and monitor field performance standards for EMS System personnel;
- (13) Establish and monitor training standards equal to or above the minimum state standards for EMS System personnel;
- (14) Develop, implement, and revise protocols (including standing delegation orders) to maintain their currency governing pre-hospital care and medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue, and medically-related aspects of radio telephone communications by the EMS System;

- (15) Develop medical policies that are as consistent as possible with current civil service practices and collective bargaining contract provisions and defensible as departmental policies;
- (16) Inspect, evaluate and approve the performance specifications for all patient care equipment used by the EMS System;
- (17) Implement and maintain a system for the on-going medical audit of pre-hospital patient care rendered by the EMS System, including first responder component. A written report to the appropriate department heads containing the elements outlined in EXHIBIT C shall be provided summarizing the findings of each aspect of the audit or review as outlined below. This auditing system shall provide for, but is not limited to:
 - i. On-site evaluation of the EMSS field performance. An on-going program of field evaluation of EMSS EMTs and a written report of the results of these evaluations on a monthly basis to the appropriate Department Head;
 - ii. A comprehensive mechanism for receipt, investigation and timely completion of medically-related complaints utilizing the Risk Management Program regarding the services provided by the EMS System;
 - iii. On-going evaluation of patient care outcomes. A written annual report summarizing an outcome study performed during the course of the year will be provided. The topic of the study will change annually and will be agreed upon by the Fire Chief or his designate and the Medical Director. The annual report will be due each 30 June annually and the findings may be relayed to City Council during budget hearings in July by the City Department(s) involved;
 - iv. Monthly statistical analysis and report, due on the last day of each month, evaluating a predetermined aspect of patient care delivery utilizing patient care documentation completed by EMSS EMTs. The analysis will concentrate on the delivery of patient care, protocol adherence, transportation of patients, and other areas of concern mutually agreed upon. The report will summarize the analysis and recommend necessary changes in training, precepting techniques, protocols, as required. Ad Hoc reports when necessary will apply towards the monthly report requirement during the month they are prepared and provided to the appropriate Department Head.
 - v. Monthly written analysis, due on the last day of each month, of AED utilization and effectiveness will be provided to the Fire Chief.
 - vi. All reports and statistical analysis referenced in the contract, with the exception of the outcome study identified in Section 7(c) are to be distributed to the respective

Department Head on a monthly basis. Educational plans including lesson plans for any courses taught to City employees, including continuing education classes, any and all lectures in the EMT curriculum, and specialty courses should be submitted to the respective departmental training officer no later than ten (10) days prior to the scheduled training event. In addition, the System agrees to provide the lesson plans to the Medical Director before or at the time the Medical Director approves the course for lesson plans taught under his license.

- (18) Provide formal recommendations on medically-related aspects of the operation of the EMS System;
- (19) Develop and implement a system for on-going quality assurance/quality improvement in the area of pre-hospital patient care consistent with staffing availability, incorporating the appropriate aspects of sub-paragraphs B (12), (13), (14), (15) and (17) above.
- (20) Regularly meet and confer with the Fire Chief or his designate, and other administrative officials of the City, as appropriate, on the operation of the EMS System. Written goals and objectives will be established and agreed upon annually for each city department and submitted with the annual budget request for City Council review and approval.

ARTICLE III

A. The University further agrees to provide medical supervision for the EMS System as follows:

- (1) Continuous physician coverage, by two-way voice communication twenty-four hours per day, seven days a week, to personnel of the EMS System.
- (2) Medical Control physicians shall be available by voice contact for EMSS consultation either through radio or telephone within one minute of contact by FD Communications except when it is impossible to do so due to communications equipment failure or non-availability of communications equipment.
- (3) All medical control physicians utilized by the University in fulfilling the terms of this contract shall be licensed to practice medicine in the State of Texas and shall comply with the protocols of the EMS System. Texas Tech University Health Science Center physicians and residents are covered by Texas Tech University Health Sciences center School of Medicine Professional Medical Malpractice Self-Insurance Plan. The University shall attach to this contract proof of malpractice insurance. The limit of liability for faculty is not less than \$400,000 per occurrence and \$1,200,000 annual aggregate. The limit of liability for a resident is \$100,000 per occurrence and \$300,000 annual aggregate per participating residents physician.

- (4) All medical control physicians shall comply with the Medical Practice Act and all administrative regulations promulgated thereunder.
- (5) All medical control physicians shall be ultimately responsible for pre-hospital care. This authority and responsibility shall be noted on all protocols. Delegation of responsibilities shall be consistent with the patient's health and welfare and shall be undertaken pursuant to the Medical Practice Act which take into account the skill, training, and experience of both physicians and Emergency Medical Technicians.

ARTICLE IV

A. The University agrees to perform the following education and certification services for the EMS System:

- (1) Provide initial CPR training and assist in maintaining CPR re-certification annually for EMS System personnel.
- (2) Conduct advanced and supplementary courses for the EMSS for Emergency Medical Technicians (Intermediates, Paramedics), and medical instructors, as required for certifications by the Texas Department of Health and as dictated by the needs of the Fire Chief or his designate and the Medical Director. A listing of the courses to be provided to the Fire Department and Police Department is included as Exhibit D.
- (3) Provide or arrange for the necessary classroom facilities, instructors, and materials required to conduct the courses outlined in this Article for the EMS System.
- (4) Provide continuing education classes for all levels of EMD, ECA and EMT Certifications for EMSS personnel. Such classes shall be conducted on a schedule that will meet the standards promulgated by the Medical Director and the appropriate Department Head.
- (5) Advise and assist in instructing Emergency Care Attendant, Emergency Medical Technician Basic, and continuing education classes for first responders. The Medical Director and the appropriate City Department Head shall mutually agree to course content, medical procedure instruction methodology, and non-state certified instructors.
- (6) Courses taught by the University shall contain the following categories of instruction: classroom, clinical and field internship. The University agrees that the number of hours of classroom instruction shall meet or exceed, but shall exceed by no more than sixty percent, the minimum hours established by the Texas Department of Health for the core curriculum in effect at the onset of this contract.

- i. All courses shall, at least, meet the minimum guidelines set by the Texas Department of Health for approval for State certification and shall meet a minimum of the U. S. Department of Transportation criteria including all modules. Adequate clinical supervisors, including assigned clinical preceptors, shall be available in-house during clinical rotations of EMSS personnel. A formal preceptorship program will be maintained utilizing field personnel to allow for field clinical experience.
 - ii. Educational courses provided under this contract will be evaluated by each student at the end of each course. The Course Coordinator will provide to the appropriate City Department Heads and the Medical Director a copy of each student's evaluation.
- (7) Advanced course dates and class sizes shall be determined and agreed upon by the parties a minimum of ninety (90) days in advance of the proposed course starting date. It shall be allowable for the University to include students other than FD employees in a class provided, however, that no class shall exceed twenty (20) students total and such students shall pay tuition at a rate equal to the costs assessed FD for its personnel.
 - (8) FD will guarantee a minimum of six (6) students per class.
 - (9) Provide a minimum of 4,000 contact hours for the Fire Department (includes hours for courses outlined in EXHIBIT D).
- B. The University agrees to make available to the Fire Chief or his designate and the Medical Policy Board monthly written reports specifically documenting Texas Tech University's operations of the previous month (including personnel activities, educational aspects, quality assurance, and medical audit reviews). A written annual report summarizing the monthly reports will be provided during the last month of the City's fiscal year.

ARTICLE V

The University shall carry out its obligations under this Contract in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F—Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, the University agrees that it will:

- (1) Limits on use and disclosure established by Terms of Contract. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or

- required by this Contract or where required or allowed by law (ref. 164.540 (e)(2)(i).)
- (2) Stated purposes for which BUSINESS ASSOCIATE may use or disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:
- a. Performing a medical audit, review and critique of the performance of EMSS personnel by the Medical Director and risk management. PHI may also be used or disclosed for quality assurance and quality improvement; research projects and educational studies as specified under the minimum necessary rule of HIPAA.
- (3) Use of Information for management, administrative and legal responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 164.504(e)(4)(i)(A-B)).
- (4) Disclosure of Information for management, administration and legal responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
- a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 164.504(e)(4)(ii)).
- (5) BUSINESS ASSOCIATE OBLIGATIONS:
- a. Limits on use and further disclosure established by contract and law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. Appropriate safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Contract. Ref. 164.504(e)(2)(ii)(B)).
 - c. Reports of improper use or disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to the CITY within in a timely manner any use or disclosure of Information not provided for or allowed by this Contract. (ref. 164.504(e)(2)(ii)(C)).
 - d. Subcontractors and agents. BUSINESS ASSOCIATE hereby agrees that it will require any agent, including a subcontractor, to whom it provides information received from the City, or created or received by BUSINESS ASSOCIATE on

behalf of the City, to agree in writing to the same restrictions and conditions that apply through this Contract to BUSINESS ASSOCIATE with respect to the Information.. (ref. 164.504(e)(2)(ii)(D)).

- e. Right of access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words “COVERED ENTITY: with BUSINESS ASSOCIATE where appropriate. (ref.164.504(e)(2)(ii)(E)).
- f. Amendment and incorporation of amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- g. Provide accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words “COVERED ENTITY” with BUSINESS ASSOCIATE where appropriate. (ref. 164.504(e)(2)(ii)(G)).
- h. Access to books and records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the used or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary’s designee for purposes of determining compliance with the HHS Privacy Regulation. (ref. 164.504(e)(2)(ii)(H)).
- i. Return of destruction of Information. At the termination of this Contract, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of the Contract. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of this Contract for as long as necessary to protect the Information and to limit any further use or disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to the CITY that the Information has been destroyed. (ref. 164.504(e)(2)(ii)(I)).
- j. Mitigation procedures. BUSINESS ASSOCIATE agrees to have procedures in place for mitigation, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Contract or the HHS Privacy Regulation. (ref. 164.530(f)).
- k. Sanction procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulation. (ref. 164.530(e)(1)).

- (6) Property rights. The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified information as a result of this Contract.

- (7) Use of Information for Treatment or Other Health Care Purposes. The obligations under Article V(5) listed above pertain to the receipt of information by the BUSINESS ASSOCIATE as part of the specific services to be performed by BUSINESS ASSOCIATE as identified in V(2)a. Information that may be received from the City for patient care and treatment or health care operations would not be subject to Article V(5) obligations but rather, would be subject to and protected using the University's Privacy Policies and Practices.
- (8) Termination of Contract. BUSINESS ASSOCIATE agrees that the CITY has the right to immediately terminate this Contract if the CITY determines that BUSINESS ASSOCIATE has violated a material term of this Article. (ref. 164.506(e)(2)(iii)).

ARTICLE VI

The City hereby contracts with Thomason to perform the following under the terms and conditions hereinafter stated, and Thomason hereby accepts and agrees to perform the following:

- (1) To act as the Base Station for the El Paso Emergency Medical Services System, which shall include providing adequate access to areas within the hospital necessary for the University to perform the Medical Control functions set forth in Article III of this contract.
- (2) Thomason hereby agrees to provide suitable space for EMSS radio equipment, a fax machine and EMSS Protocol book, mutually acceptable to all parties, and which is appropriate for adequate operation of the EMSS equipment. Suitable space shall include a table and chair to be used by Medical Control physicians while listening to reports and documenting order for EMTs and to receive a 12 lead EKG via fax. Thomason further agrees that it will permit access to any equipment housed in its facility and which is necessary to the operation of the EMS System at all times, so that inspections and repairs can be made to the equipment.

ARTICLE VII

- A. The City agrees to pay the University for all services to be performed under Article II, Article III and Article IV of this contract, in accordance with the service fee attached hereto as EXHIBITS A(1), A(2) and A(3) upon presentation of monthly invoices detailing actual expenditures invoiced for each service provided to the City. The monthly invoice shall be based on actual expenditures with the purpose of enabling both parties to determine the actual costs of the services provided. The City will process invoices received for payment within thirty (30) days of the date of the invoice. For the services of the Medical Director specified in Article II, the parties agree that the Medical Director shall be compensated by the University from funds paid by the City to the University under this Article. The University reserves the right to make individual salary adjustments during the course of this contract as may be desirable, not to exceed the total amount of salaries and benefits in the approved budget proposal for the current year.

However, in no event shall the City be obligated to pay more than the maximum amount for each line item amount stated in the budget, attached hereto as EXHIBITS A(1), A(2) and A(3). The parties mutually agree to be bound to the annual budgets for each year of this contract as stated in EXHIBITS A(1), A(2) and A(3). The parties recognize that any major change in the scope of work shall be the basis for a re-negotiated cost or a re-negotiated contract. The parties reserve the right to expand the scope of services provided by the University or medical control by mutual consent.

City Departments agree to provide, in a timely fashion, information and supporting documentation requested by the Medical Director which are required to fulfill the responsibilities outlined in Article II, paragraph B, unless otherwise required by law.

- B. In consideration for the designation as the Base Station for the El Paso Emergency Medical Services System, Thomason agrees to fulfill the terms of this contract as set forth in Article V of this contract.

ARTICLE VIII

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the University, Thomason, and their employees, or between the City and the University's or Thomason's employees. The University and Thomason shall be deemed at all times to be independent contractors. In carrying out the terms of this contract, the University and Thomason shall employ their own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their respective employers. The University and Thomason agree to secure adequate personnel required to perform all of the services under this contract within the budget as attached.

ARTICLE IX

- A. Regardless of the date of execution hereof, this contract shall be in full force and effect from September 1, 2004 and shall terminate on August 31, 2007, with the option, upon mutual agreement by the parties, to extend the contract for (2) two additional one (1) year terms. Any party may terminate this contract without cause by giving the other party ninety (90) days written notice.
- B. Notice to the City shall be mailed to the Fire Chief, 8600 Montana Ave., El Paso, Texas, 79925. Notice to the University shall be mailed to the Associate Dean and Assistant to the Executive Vice President and Provost, Texas Tech University Health Sciences Center, Regional Academic Health Center at El Paso, 4800 Alberta Avenue, El Paso, Texas 79905. Notice to Thomason shall be mailed to the Administrator, R. E. Thomason General Hospital, 4815 Alameda Avenue, El Paso, Texas 79905.
- C. The City agrees to take immediate and proper disciplinary action, as determined by the

appropriate department head, in accordance with the personnel rules of the Civil Service Commission or any collective bargaining agreement in effect between the City and a labor union, against any EMSS personnel acting in a medical capacity in the field for which adequate documentation is supplied showing that the EMSS personnel has failed to maintain any written medical standard or protocol promulgated by the Medical Director and implemented by the EMS System, or has disregarded any verbal instruction given by any medical control physician utilized by the University, which he or she is trained and certified to perform and which can be shown to have potentially adversely affected patient medical care. The City shall be excused from performance of its obligations under this paragraph should the Medical Director fail to carry out his or her responsibilities and obligations under Article II (B) (2), (3), (4), (5), and (C) (14), or if any disciplinary action is overturned or modified by the Civil Service Commission or federal arbitrator.

- D. None of the services offered by this contract shall be subcontracted without prior written consent of the City. The University shall be fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them.
- E. The University shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.
- F. The University agrees that any recommendations for certification, decertification, required further training or retraining of EMSS personnel shall only be based on documented, good cause and sound medical principles.
- G. The University agrees to maintain complete and accurate books and records of its activities and finances relating to the execution of this contract, which the City may audit at any time during regular business hours upon written notice of at least ten (10) working days. Financial records shall be maintained on a regular basis in accordance with generally accepted accounting principles, including any variations thereon required by State law or requested by the City.
- H. In the event of termination of this contract, all property, including finished and unfinished documents, data, studies, equipment and reports, purchased or prepared by the University for the City under this agreement shall, at the option of the City, become its property. The University further agrees that a current inventory of all capital equipment will be provided at the onset of this contract and that an inventory of all items purchased or disposed of during each budget year will be provided to the City on an annual basis at the end of the City's fiscal year. It is expressly understood and agreed to between the City and Thomason that any equipment purchased by the City which is housed by Thomason pursuant to Article V of this contract, shall not be deemed a fixture and shall remain the property of the City.
- I. If any provision of this contract shall be construed to be illegal or invalid, it shall not affect

the legality or validity of any of the other provisions of this contract, and the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into this contract, but all other provisions shall continue.

- J. All signatories to this contract warrant their authority to execute this document.
- K. This contract constitutes and expresses the entire agreement between the parties and shall not be amended or modified, except by written instrument signed by all parties.
- L. For the purpose of determining the place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.
- M. Venue for all causes of action arising from or in connection with this contract shall be in El Paso County, Texas.

ARTICLE X

The Contracting Parties will utilize the contract dispute resolution process set forth in Chapter 2260 of the Texas Government Code to resolve any dispute arising under this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

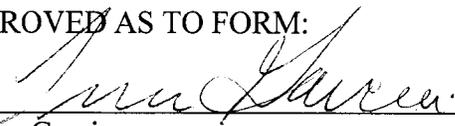
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

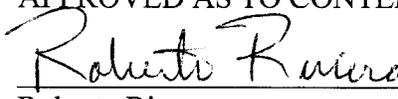
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Teresa Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Roberto Rivera
Fire Chief

(SIGNATURES CONTINUE ON NEXT PAGE)

APPROVED:

James R. Loflin
James R. Loflin, M.D., F.A.C.E.P.
Medical Director

APPROVED AS TO FORM:

Frank Gonzalez 6/3/04
Associate General Counsel
Texas Tech University
Health Sciences Center

APPROVED AS TO CONTENT:

Richard D. Wiles
Richard Wiles
Interim Chief of Police

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

By: Elmo M. Cavin
Printed Name: Elmo Cavin
Title: Executive Vice President

APPROVED AS TO CONTENT:
THOMASON HOSPITAL ON BEHALF
OF EL PASO COUNTY HOSPITAL
DISTRICT:

By: [Signature]
Printed Name: _____
Title: _____

EXHIBIT A(1)

PROPOSED FY 2004-2005 EMS DIVISION BUDGET
 Department of Emergency Medicine
 Texas Tech University HSC at El Paso

SALARIES:	
Faculty	\$137,151
Exempt Staff	\$199,634
Staff	\$59,125
COLA	\$3,000
TOTAL SALARIES	\$398,910
FRINGE BENEFITS	\$100,000
PROFESSIONAL SERVICES	
Medical Control (Faculty, Med School Resources)	\$44,703
Medical Direction (Physicians, Radio Direction)	\$29,803
TOTAL PROFESSIONAL SERVICES	\$74,506
MAINTENANCE & OPERATIONS	
Operations (Includes Specialty Courses)	\$116,817
Lease of Space	\$22,000
TOTAL MAINTENANCE & OPERATIONS	\$137,792
TRAVEL	\$7,000
MALPRACTICE	\$10,500
TOTAL CAPITAL EQUIPMENT	<u>\$4,000</u>
TOTAL FY 2005 PROPOSED BUDGET	<u>\$732,708</u>

The above proposed budget delineates the maximum allowable and requested for this contract as stated. Since this is an "At Cost" contact, any unused funds will not be invoiced.

EXHIBIT A(2)

PROPOSED FY 2005-2006 EMS DIVISION BUDGET
 Department of Emergency Medicine
 Texas Tech University HSC at El Paso

SALARIES:	
Faculty	\$137,151
Exempt Staff	\$199,634
Staff	\$59,125
COLA	\$3,000
TOTAL SALARIES	\$398,910
FRINGE BENEFITS	\$107,000
PROFESSIONAL SERVICES	
Medical Control (Faculty, Med School Resources)	\$46,000
Medical Direction (Physicians, Radio Direction)	\$33,000
TOTAL PROFESSIONAL SERVICES	\$79,000
MAINTENANCE & OPERATIONS	
Operations (Includes Specialty Courses)	\$119,820
Lease of Space	\$22,000
TOTAL MAINTENANCE & OPERATIONS	\$141,820
TRAVEL	\$7,000
MALPRACTICE	\$12,000
TOTAL CAPITAL EQUIPMENT	<u>\$4,000</u>
TOTAL FY 2006 PROPOSED BUDGET	<u>\$749,730</u>

The above proposed budget delineates the maximum allowable and requested for this contract as stated. Since this is an "At Cost" contact, any unused funds will not be invoiced.

EXHIBIT A(3)

PROPOSED FY 2006-2007 EMS DIVISION BUDGET
 Department of Emergency Medicine
 Texas Tech University HSC at El Paso

SALARIES:

Faculty	\$140,071
Exempt Staff	\$200,102
Staff	\$60,024
COLA	\$3,000

TOTAL SALARIES **\$403,197**

FRINGE BENEFITS **\$110,788**

PROFESSIONAL SERVICES

Medical Control (Faculty, Med School Resources)	\$46,500
Medical Direction (Physicians, Radio Direction)	\$33,500

TOTAL PROFESSIONAL SERVICES **\$80,000**

MAINTENANCE & OPERATIONS

Operations (Includes Specialty Courses)	\$125,911
Lease of Space	\$23,000

TOTAL MAINTENANCE & OPERATIONS **\$148,911**

TRAVEL **\$7,000**

MALPRACTICE **\$12,500**

TOTAL CAPITAL EQUIPMENT **\$4,000**

TOTAL FY 2007 PROPOSED BUDGET **\$766,396**

The above proposed budget delineates the maximum allowable and requested for this contract as stated. Since this is an "At Cost" contact, any unused funds will not be invoiced.

Exhibit B

Texas State Board of Medical Examiners
Emergency Medical Service
Chapter 197

197.1 Purpose The purpose of this chapter is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical service (EMS) technicians. Such delegation shall be consistent with the patient's health and welfare and shall be undertaken pursuant to supervisory guidelines which take into account the skill, training, and experience of both physicians and EMS technicians. This chapter addresses the qualifications, responsibilities, and authority of physicians who provide medical direction and/or supervision of prehospital care by EMS personnel; the qualifications, authority, and responsibilities of physicians who serve as medical directors (off-line); the relationship of EMS providers to the off-line medical director; components of on-line medical direction (direct medical control), including the qualifications and responsibilities of physicians who provide on-line medical direction and the relationship of prehospital providers to those physicians; and the responsibility of EMS personnel to private and intervenor physicians. This chapter is not intended, and shall not be construed to restrict a physician from delegating administrative and technical or clinical tasks not involving the exercise of independent medical judgment to those specially trained individuals instructed and directed by a licensed physician who accepts responsibility for the acts of such allied health personnel. Likewise, nothing in this chapter shall be construed to prohibit a physician from instructing a technician, assistant, or other employee, who is not among the classes of EMS technicians, as defined in §197.2 of this title (relating to Definitions), to perform delegated tasks so long as the physician retains supervision and control of the technician, assistant, or employee. Nothing in this chapter shall be construed to relieve the supervising physician of the professional or legal responsibility for the care and treatment of his or her patients. A physician who, after agreeing to supervise EMS personnel, fails to do so adequately and properly, may be subject to disciplinary action pursuant to the Medical Practice Act. Implementation of this chapter will enhance the ability of EMS systems to assure adequate medical direction of all advanced prehospital providers and many basic level providers, as well as compliance by personnel and facilities with minimum criteria to implement medical direction of prehospital services. A medical director shall not be held responsible for noncompliance with this chapter if the EMS administration fails to provide the necessary administrative support to permit compliance with the provisions of this chapter.

197.2 Definition The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) Advanced life support--Emergency prehospital care that involves invasive medical interventions including, but not limited to, the delivery or assisted delivery of medications, defibrillation, and advanced airway management. The provision of advanced life support shall be under the medical direction and/or supervision and control of a licensed physician.
- (2) Basic life support--Emergency prehospital care that involves noninvasive medical interventions. The provision of basic life support may be under the medical direction and/or supervision and control of a licensed physician.
- (3) Board--The Texas State Board of Medical Examiners.
- (4) Delegated practice--Permission given by a physician licensed by the board, either in person or by treatment protocols or standing orders to a specific prehospital provider to provide medical care.
- (5) Direct medical control--Immediate and concurrent clinical direction either on-scene or via electronic communication from a physician licensed by the board and designated by the EMS medical director. If an EMS system does not have an EMS Medical Director, then such designation should be by a physician advisor, or in his or her absence, the director of the EMS system.
- (6) Emergency medical services personnel--Those individuals certified or licensed by the Texas Department of Health (TDH) to provide emergency medical care.
- (7) Emergency medical services system--All components needed to provide a continuum of prehospital medical care including, but not limited to, a medical director, transport vehicles, trained personnel, access and dispatch, communications, and receiving medical facilities.

(8) Intervenor physician--A physician licensed by the board, who, without having established a prior physician/patient relationship with the emergency patient, accepts responsibility for the prehospital care, and who shall provide proof of a current medical license when requested.

(9) Medical director--A physician licensed by the board who is responsible for all aspects of the operation of an EMS system concerning provision of medical care. This physician may also be referred to as the off-line medical director.

(10) Prehospital providers--All TDH certified or licensed personnel providing medical care in an out-of-hospital environment.

(11) Protocols--Written instructions providing prehospital personnel with a standardized approach to commonly encountered problems in the out-of-hospital setting, typically in regard to patient care. Protocols may include standing orders to be implemented prior to, or in lieu of, establishing communication with direct medical control.

(12) Standing delegation orders--Instructions or orders provided by the EMS medical director to EMS personnel, directing them to perform certain medical care in the absence of any communication with direct medical control.

197.3 Off-line Medical Director

(a) An off-line medical director shall be:

(1) a physician licensed to practice in Texas and shall be registered as an EMS medical director with the Texas Department of Health;

(2) familiar with the design and operation of EMS systems;

(3) experienced in prehospital emergency care and emergency management of ill and injured patients;

(4) actively involved in:

(A) the training and/or continuing education of EMS personnel, under his or her direct supervision, at their respective levels of certification;

(B) the medical audit, review, and critique of the performance of EMS personnel under his or her direct supervision;

(C) the administrative and legislative environments affecting regional and/or state prehospital EMS organizations;

(5) knowledgeable about local multi-casualty plans;

(6) familiar with dispatch and communications operations of prehospital emergency units; and

(7) knowledgeable about laws and regulations affecting local, regional, and state EMS operations.

(b) The medical director shall:

(1) approve the level of prehospital care which may be rendered locally by each of the EMS personnel employed by and/or volunteering with the EMS under the medical director's supervision, regardless of the level of state certification or licensure, before the certificant or licensee is permitted to provide such care to the public;

(2) establish and monitor compliance with field performance guidelines for EMS personnel;

(3) establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in the Texas Department of Health EMS certification regulations;

(4) develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing prehospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS;

(5) direct an effective system audit and quality assurance program;

(6) determine standards and objectives for all medically related aspects of operation of the EMS including the inspection, evaluation, and approval of the system's performance specifications;

(7) function as the primary liaison between the EMS administration and the local medical community, ascertaining and being responsive to the needs of each;

(8) develop a letter or agreement or contract between the medical director(s) and the EMS administration outlining the specific responsibilities and authority of each. The agreement should describe the process or procedure by which a medical director may withdraw responsibility for EMS personnel for noncompliance with the Emergency Medical Service Act, the Health and Safety Code, Chapter 773, the rules adopted in this chapter, and/or accepted medical standards;

(9) take or recommend appropriate remedial or corrective measures for EMS personnel, in conjunction with local EMS administration, which may include, but are not limited to, counseling, retraining, testing, probation, and/or field preceptorship;

(10) suspend a certified EMS individual from medical care duties for due cause pending review and evaluation;

(11) establish the circumstances under which a patient might not be transported;

(12) establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;

(13) establish criteria for selection of a patient's destination; and

(14) develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards.

197.4 On-line Medical Direction

- (a) The EMS medical director shall assign the prehospital provider under his or her direction to a specific on-line communication resource by a predetermined policy.
- (b) Specific local protocols shall define the circumstances under which on-line medical direction is required.
- (c) A physician providing or delegating on-line medical direction shall be appropriately trained in the use of prehospital protocols, and shall be familiar with the capabilities of the prehospital providers, as well as local EMS operational policies and regional critical care referral protocols.
- (d) A physician providing or delegating on-line medical direction shall have personal expertise in the emergency care of ill and injured patients.
- (e) A physician providing or delegating on-line medical direction for particular patients assumes responsibility for the appropriateness of prehospital care provided under his or her direction by EMS personnel.

197.5 Authority for Control of Medical Services at the scene of a Medical Emergency

- (a) Control at the scene of a medial emergency shall be the responsibility of the individual in attendance who is most appropriately trained and knowledgeable in providing prehospital emergency stabilization and transport.
- (b) The prehospital provider on the scene is responsible for the management of the patient(s) and acts as the agent of the physician providing medical direction.
- (c) If the patient's personal physician is present and assumes responsibility for the patient's care, the prehospital provider should defer to the orders of said physician unless those orders conflict with established protocols. The patient's personal physician shall document in his or her orders in a manner acceptable to the EMS system. The physician providing on-line medical direction shall be notified of the participation of the patient's personal physician.
- (d) If the medical orders of the patient's personal physician conflict with system protocols, the personal physician shall be placed in communication with the physician providing on-line medical direction. If the personal physician and the on-line medical director cannot agree on treatment, the personal physician must either continue to provide direct patient care and accompany the patient to the hospital or must defer all remaining care to the on-line medical director.
- (e) The system's medical director or on-line medical control shall assume responsibility for directing the activities of prehospital providers at any time the patient's personal physician is not in attendance.
- (f) If an intervenor physician is present at the scene and has been satisfactorily identified as a licensed physician and has expressed his or her willingness to assume responsibility for care of the patient, the on-line physician should be contacted. Once the on-line physician is contacted, he or she is ultimately responsible for the care of the patient unless or until the on-line physician allows the intervenor physician to assume responsibility for the patient.
- (g) The on-line physician has the option of managing the case exclusively, working with the intervenor physician, or allowing the intervenor physician to assume complete responsibility for the patient.
- (h) If there is any disagreement between the intervenor physician and the on-line physician, the prehospital provider shall be responsible to the on-line physician and shall place the intervenor physician in contact with the on-line physician.
- (i) If the intervenor physician is authorized to assume responsibility, all orders to the prehospital provider by the intervenor physician shall also be repeated to medical control for recordkeeping purposes.
- (j) The intervenor physician must document his or her intervention in a manner acceptable to the local EMS.
- (k) The decision of the intervenor physician not to accompany the patient to the hospital shall be made with the approval of the on-line physician.
- (l) Nothing in this section implies that the prehospital provider can be required to deviate from standard protocols.

197.6 Authority To Conduct Research and/or Educational Studies

(a) The medical director has the authority to design research projects and educational studies. Such studies should be approved by:

- (1) EMS administrative officials; and
 - (2) an independent review panel if the project/study may have a differential impact on patient care.
- (b) The results of the study should be made available through publications to the EMS community.

EXHIBIT C

DOCUMENTATION OF AUDITS, ANALYSES, OR REVIEWS

In order to provide a uniform method of presenting and documenting audits, analyses and reviews performed under this contract the following elements must at a minimum be provided:

Analysis objective(s) - Purpose of the analysis or the hypothesis to be tested.

Scope - Indicate the time period, functions, medical procedures, etc. to establish the parameters placed on the analysis. Definitions of each element analyzed should be included to facilitate understanding.

Sources - Indicate the source(s) of the raw data utilized in the analysis. Raw data is maintained on file for a minimum of six months after completion of the analysis and made available to the City Departments upon request should further analysis be warranted.

Procedures - Indicate the steps that were performed to analyze the raw data and draw the related conclusions in the analysis.

Results - The results of the analysis.

Conclusions - Indicate what action appears to be indicated based on the results of the analysis.

Recommendations - Indicate the Medical Director's recommendations based on the results of the analysis and conclusions.

EXHIBIT D

FIRE DEPARTMENT TRAINING SESSION REQUIREMENTS

Advanced training sessions:

A minimum of two (2) paramedic courses annually (as FD budgetary allocations will allow), with a minimum of six (6) students per course. Course dates will be mutually agreed upon.

Specialty training Sessions:

Five (5) Advanced Cardiac Life Support Courses per year.

A combination of fourteen (14) Basic Trauma Life Support (Advanced or Basic) Courses OR Pre-Hospital Trauma Life Support (Advanced and Basic) Courses per year to include one course for each Fire Recruit Training Class.

Up to Five (5) Pediatric Advanced Life Support Courses per year. (Dependent upon availability of scheduled classes by the Pediatric Department.)

Fourteen (14) Pre Hospital Pediatric Provider Courses per year including each Fire Recruit Training Class.

State and Local recertification of employees

Continuing Education Sessions:

Up to Thirty-two (32) hours of continuing education sessions per month.

Additional training Sessions:

One (1) Wilderness EMT certification course. (Dependent upon allocation of funding.)

One (1) Wilderness EMT re-certification course. (Dependent upon allocation of funding.)

One (1) Tactical Medic class for PD SWAT team members.