

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

DEPARTMENT: FIRE

AGENDA DATE: August 24, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Fire Assistant Chief Manuel Chavira / 771-1002
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

That the Mayor be authorized to sign a contract, between the CITY OF EL PASO, TEXAS ("City"), TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER at El Paso ("University") and the EL PASO COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY MEDICAL CENTER OF EL PASO ("UMCEP"), whereby University agrees to provide medical control to the City's EMS System ("EMSS"), as well as related services, for an annual estimated amount of \$110,000 for three years, which total contract amount shall not exceed \$330,000, and whereby UMCEP agrees to the use of part of its facility as the Base Station for EMSS. Said contract to have an effective date of September 1, 2010 and a termination date of August 31, 2013, with the option, at the City's sole discretion, to extend the contract on a month-to-month basis for a maximum of six (6) months.

BACKGROUND / DISCUSSION:

To allow the City of El Paso Fire Department to operate Emergency Medical Services System (EMSS) pursuant to Texas Health & Safety Code, Chapter 773, and Emergency Medical Services personnel, through the City's First Responder component; further provide basic life support services pursuant to the standing delegation orders of a physician.

PRIOR COUNCIL ACTION:

Yes, Interlocal Agreement was signed on August 28, 2007 for Medical Direction, Medical Control, and various educational services for a 3-year term. Agreement was between City of El Paso, Texas Tech University Health Sciences, and the El Paso County Health District.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$330,000 (3-year total) Fund: 01101 Dept ID: 22010096 Account: 502111 Project: N/A
Funding Source: Professional Services – Healthcare Providers

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the Mayor be authorized to sign a contract, between the CITY OF EL PASO, TEXAS ("City"), TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER at El Paso ("University") and the EL PASO COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY MEDICAL CENTER OF EL PASO ("UMCEP"), whereby University agrees to provide medical control to the City's EMS System ("EMSS"), as well as related services, for an annual estimated amount of \$110,000 for three (3) years, which total contract amount shall not exceed \$330,000, and whereby UMCEP agrees to the use of part of its facility as the Base Station for EMSS. Said contract to have an effective date of September 1, 2010 and a termination date of August 31, 2013, with the option, at the City's sole discretion, to extend the contract on a month-to-month basis for a maximum of six (6) months.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

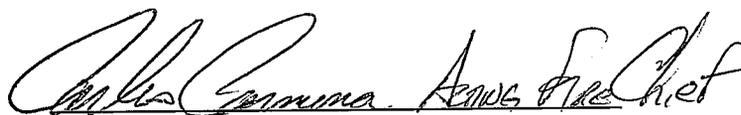
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

for 

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Otto Drozd
Fire Chief

STATE OF TEXAS

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)
)

INTERLOCAL AGREEMENT

COUNTY OF EL PASO

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the **CITY OF EL PASO**, hereinafter called the "City," **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER** at El Paso, hereinafter referred to as the "University", the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMCEP"), witnesseth:

WHEREAS, through its Fire Department, the City operates an Emergency Medical Services System ("EMSS") pursuant to Texas 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 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 Medical Control services for the EMSS; and

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

WHEREAS, the University, UMCEP and the City of El Paso are authorized to enter into this contract pursuant to the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and Texas 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 UMCEP hereby agree as follows:

ARTICLE I

A. Words defined in the Emergency Medical Services Act (Texas 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 greater 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 City of El Paso Fire Department.
- G. "First Responder" shall mean those employees of the City 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. "Medical Control Physicians" shall mean those Texas Tech University Health Sciences Center physicians performing medical supervision.
- L. "Medical Director" shall mean that physician contracted 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 Texas Health & Safety Code, chapter 773, and this contract.
- M. "Parties" shall mean BUSINESS ASSOCIATE and the CITY.
- N. "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 one or more physicians who meet the qualifications of 22 TAC Section 197. The City, its Medical Director and the University shall mutually agree upon said appointment.
- B. The University further agrees to provide medical control for the EMSS as follows:
1. Continuous physician coverage, by two-way voice communication twenty-four hours per day, seven days a week, to EMSS personnel.

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 Operations Personnel or Dispatch 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 EMSS. University physicians 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 physicians is not less than \$400,000 per occurrence and \$1,200,000 annual aggregate.

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.

6. All Medical Control Physicians shall attend an orientation training provided by the EMSS, and shall perform field observation as directed by the EMSS.

7. Medical Control Physicians shall utilize established protocols and standing orders as approved by the EMSS Medical Director as a tool in providing guidance and medical care advice.

C. Additionally, the University agrees that the Medical Control Physicians shall:

1. 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 Control Physician.

2. 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.

3. Meet as necessary with the Fire Chief or his designate, relevant City Department Heads, and other administrative officials of the City, as appropriate, on the operation of the EMS System.

ARTICLE III – PERFORMANCE CONTROLS, STANDARDS AND PROCEDURES

A. Audits.

The City shall have the right to audit accounts at the University's place of business during regular business hours upon written notice of at least ten (10) working days, and the University shall provide all backup documentation and substantiation that may be requested by the City with respect to any billing. The City may look at records that either directly or indirectly applies to the City's account, and the determination of what the City may look at is at the sole determination of the City. The University must retain physical receipts or comparable records that can be used to trace payment postings. The University will retain all records in accordance with the City's record retention policy including applicable periods following completion of the contract. 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.

B. Performance Standards

In addition to all performance requirements stated in the preceding and remaining sections, the City may establish additional requirements related to the timeliness of account processing and reporting, the thoroughness of work completed, and the accuracy and completeness of information provided as it determines necessary.

ARTICLE IV - HIPAA

A. 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 Control Physician. 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 of 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 two (2) days 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 or 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 IV.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 IV.2a. Information that may be received from the City for patient care and treatment or health care operations would not be subject to Article IV.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 V

The City hereby contracts with UMCEP to perform the following under the terms and conditions hereinafter stated, and UMCEP hereby accepts and agrees to perform the following at no cost to City:

A. 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 II of this contract.

B. UMCEP 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. UMCEP 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 VI

A. The City agrees to pay the University for all services to be performed under Article II of this contract for an annual estimated amount of \$110,000 for three (3) years, which total contract amount shall not exceed \$330,000. Payment shall be based upon presentation of monthly invoices by the University 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. Upon dispute, however, the City may, upon notice to the University, withhold payment to the University for the amount in dispute only, until such time as the exact amount of the disputed amount due the University is resolved. For the services of the Medical Control Physicians specified in Article II, the parties agree that the Medical Control Physicians shall be compensated by the University from funds paid by the City to the University under this Article.

1. In no event shall the City be obligated to pay more than the maximum amount for stated in this Article. 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 for medical control by mutual consent.

2. The City's payment for the performance of services rendered under this contract shall be dependent on the availability of and be made solely from current revenues available to the City. Should the City experience a funding unavailability, the City shall determine if the Agreement will be terminated or whether an amendment of the parties' obligations is possible. A thirty (30) day written notice shall be given to the University and there will be no penalty nor removal charges incurred by the City.

B. In consideration for the designation as the Base Station for the El Paso EMSS, UMCEP

agree to fulfill the terms of this Contract as set forth in Article V of this Contract.

ARTICLE VII

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

ARTICLE VIII – TERM AND TERMINATION

A. Regardless of the date of execution hereof, this contract shall be in full force and effect from September 1, 2010 and shall terminate on August 31, 2013, with the option at the City's sole discretion, to extend the contract on a month-to-month basis not to exceed six (6) months.

B. The City may terminate this contract, in whole or in part, at any time by written notice to the University. The University shall be paid its pending invoices for those services rendered under Article II which were completed prior to the termination date.

C. Termination for Default. If the University fails to comply with any provision of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the University is in default. The University shall be given an opportunity to correct the problem within a reasonable time before a termination notice is provided by the City to the University. The University shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

1. The City shall have the right to immediately terminate the contract for default if the University violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract.

D. TERMINATION FOR DEFAULT BY CITY. If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

E. Any party may terminate this contract without cause by giving the other party ninety (90) days written notice.

ARTICLE IX - MISCELLANEOUS

A. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via personal delivery with signed receipt or via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

TO THE CITY: Fire Chief
 8600 Montana Ave.
 El Paso, Texas, 79925

TO THE UNIVERSITY: Founding Dean
 Texas Tech University Health Sciences Center
 Paul L. Foster School of Medicine
 5001 El Paso Drive
 El Paso, Texas 79905

COPY TO: Associate Dean for Finances & Administration
 Texas Tech University Health Sciences Center
 Paul L. Foster School of Medicine
 5001 El Paso Drive
 El Paso, Texas 79905

COPY TO: President/CEO
 El Paso County Hospital District
 d/b/a University Medical Center of El Paso
 4815 Alameda
 El Paso, Texas 79905

B. 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.

C. 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.

D. 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 the City's 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. If the University has any property in its possession belonging to the City, the University shall account for

the same and dispose of it in the manner that the City directs.

E. 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.

F. All signatories to this contract warrant their authority to execute this document.

G. 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.

H. 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.

I. 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.

(signatures to follow on the next page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

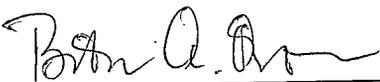
THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

for 

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Otto Drozd
Fire Chief

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

By: _____
Printed Name: _____
Title: _____

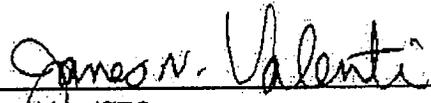
APPROVED AS TO FORM:

APPROVED AS TO FISCAL
IMPLICATION:

Associate General Counsel

Vice President for Fiscal Affairs

APPROVED AS TO CONTENT:
EL PASO COUNTY HOSPITAL DISTRICT
d/b/a: UNIVERSITY MEDICAL CENTER
OF EL PASO



President/CEO

EXHIBIT A

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.