

SECTION V. EDUCATIONAL RESOURCES
PART A: KEY QUANTITATIVE INDICATORS

Please provide the following information. For U.S. medical schools, use the school's copy of the Longitudinal Statistical Summary Report (LSSR) as the data source, unless otherwise indicated. For Canadian medical schools, use the Canadian Faculty of Medicine Financial Summary as the data source, as appropriate.

a. Total revenues (in millions, one decimal place)

2007-08	2008-09	2009-10	2010-11
	151.9	158.4	176.4

b. Total expenditures (in millions, one decimal place)

2007-08	2008-09	2009-10	2010-11
	139.8	165.8	173.8

c. Total state and university appropriations (in millions, one decimal place)

2007-08	2008-09	2009-10	2010-11
	46.0	51.8	62.1

d. Professional fee (practice plan) revenues (in millions, one decimal place)

2007-08	2008-09	2009-10	2010-11
	77.6	78.4	50.6

e. Direct federal grants and contracts (in millions, one decimal place)

2007-08	2008-09	2009-10	2010-11
	1.6	3.4	5.1

SECTION V. EDUCATIONAL RESOURCES
PART B. NARRATIVE DATA AND TABLES

ER-1. A medical education program must notify the LCME and the CACMS, when applicable, of any substantial change in the number of enrolled medical students or in the resources available to the institution, including the faculty, physical facilities, or finances.

If the medical education program plans to increase its entering medical student enrollment above the threshold of 10% or 15 medical students in one year, or 20% in three years, the program is required to provide prior notification to the LCME and the CACMS, when applicable. Notification to the LCME must occur by January 1st of the year preceding expansion; notification to the CACMS must occur by September 1st of the year preceding the planned expansion. This notification is required for a medical education program planning to increase class size on its main campus and/or in existing functionally separate instructional sites (without any expansion in the curriculum years that the functionally separate instructional site covers).

A medical education program that plans to start a new functionally separate instructional site or to expand an existing functionally separate instructional site (e.g., from a one-year or two-year program to a four-year program) is required to provide notification of the plans to the LCME and to the CACMS, when applicable, by January 1st of the year preceding the planned creation or expansion of the functionally separate instructional site.

ER-2. The present and anticipated financial resources of a medical education program must be adequate to sustain a sound program of medical education and to accomplish other programmatic and institutional goals.

The costs of conducting an accredited educational program leading to the M.D. degree should be supported from diverse sources (e.g., income from tuition, endowments, and earnings by the faculty, support from the parent institution, annual gifts, grants from organizations and individuals, appropriations by government). Evidence for compliance with this standard will include documentation of adequate financial reserves to maintain the medical education program in the event of unexpected revenue losses and demonstration of effective fiscal management of the medical education program’s budget.

a. Complete the following table for the anticipated number of new medical students to be admitted in each of the indicated years. If the number is unknown, use “N/A.”

	2012	2013	2014	2015	2016
# of New Students	80	80	100	100	100

NOTE:

Unless the school states otherwise, the LCME will assume that the program uses the fiscal year of July 1 - June 30. Fiscal year for Paul L. Foster School of Medicine is September 1 – August 30

b. Summarize trends in the funding sources available to the medical school, including an analysis of their stability. Using data from the Longitudinal Statistical Summary Report (LSSR) or other documentation, explain any substantive changes for the medical school in the following areas:

At present the PLFSOM is well financed and receives income from a variety of sources. Also we would like to point out there has been some fluctuations and for ease of review have noted below. Comments are noted on the fiscal attachments.

Endowment: Reviewers will note in 2009 our endowment income was much higher than in 2010 and 2011. The primary reason relates to a separation and re-identification of endowment funds which were moved to the University and others remaining in the Foundation. Further changes occurred related to investment return on our endowment and posting/accounting of revenue and expense.

Hospital/Physician Practice revenue: Reviewers will note a change in revenues in this category which is related to a change in accounting practices. If one adds the two categories (Hospital revenue and Physician Practice revenue), we are pleased to note the total revenue continues to increase. Further, future revenue we expect will increase with the addition of a new Children's Hospital on the campus and the renovation and increased bed capacity of three floors in the University Medical Center. Additional revenue is projected as Children's Hospital and University Medical Center are supporting a total of 46 new faculty members. This support is done through a contractual agreement.

Research Revenue: Reviewers will note we have been very successful in increasing our total external research support and expect an increase in future revenue based on success of our new faculty and faculty we are in process of recruiting.

Operating Margin/Change in NET Revenues over Expenditures: Reviewers will note a shift from 2009 to 2010 to 2011. Fiscal year 2010 was reported as with a negative balance; however 2009 and 2011 are both positive. The shift in 2010 was related to a misallocation of parent expenses to the school. As noted in the self study we have corrected the process and have identified an individual who works for the school and is a CPA. Part of her responsibilities is to review/correct/approve central allocation of expenses.

i. Total revenues

Total revenues continue to grow from \$151.8M FY2009 to \$176.4M in FY2011. Primary sources of support were stable, however State support increased significantly.

ii. Operating margin

FY2009 margin 8%

FY2010 margin -5% (see comment in ER2i)

FY2011 margin 2%

iii. Revenue mix

Sources of revenue are stable except for State support which increased significantly during this time period. See attachment (ER-21) LCME Part 1-A – Revenues and Expenditures History

iv. Market value of endowments

Market value of our endowments has been growing approximately 6% per year; FY2009-\$56M, FY2010-\$60M, 2011- \$63M

v. Debt service

Tuition Revenue Bonds (TRBs) is our process for acquiring “debt” for new facilities, additions to facilities, land, and major renovations. TRBs are issued under the RFS Program and are secured by the same pledge of all legally available revenues of Texas Tech Health Sciences Center; however, the expectation is that the State will reimburse TRB debt service with general revenue. Despite the name, TRB debt service is not necessarily paid from tuition and fees. In fact, an institution is not required to have tuition in order to be eligible for TRB debt proceeds. Tuition Revenue Bond debt is specifically authorized by the Legislature under CH55 of the Education Code. Therefore PLFSOM has neither debt service nor outstanding debt.

vi. Outstanding debt

Noted above in (V.)

vii. Departmental reserves

Departmental reserves were approximately \$17M in FY2009 and have grown to \$24M in FY2011

c. Describe any substantive changes in financial resources anticipated by the medical school over the NEXT three years in the following areas and explain the reasons for the anticipated changes:

i. Total revenues

With the opening of the new El Paso Children’s Hospital which is on the campus, we initiated the recruitment of approximately 20 new pediatric related physicians. Further, the backfilling of floors vacated when the pediatric patients moved from University Medical Center to Children’s Hospital has generated the additional recruitment of 20 non-pediatric physicians. Children’s Hospital and University Medical Center have agreed through a recruitment contract to the School to support 100% of the salary and benefits of each new physician recruit for the next three years. The contractual revenue generated by this support contract will total approximately \$10M per year, assuming all positions are filled. Further, we expect an 8-10% increase/year in clinical collections based on increased clinical faculty and patient volume with the addition of Children’s Hospital and the backfilling of University Medical Center.

In addition, the State of Texas, similar to other states, has noted fiscal challenges. Given these challenges, we expect a reduction of State Funds of 5%/year for the next three years. We have not been informed of this potential reduction but is our best estimate.

ii. Revenue mix – (Recorded in Medical School Accounts)

REVENUES:	FY2012	FY2013	FY2014
Tuition and Fees	\$371,250	\$471,000	\$600,000
Government and Parent Support	\$36,847,695	\$34,650,000	\$33,000,000
Grants and Contracts	\$12,000,000	\$14,250,000	\$15,000,000
Practice Plan/Other Medical Services	\$51,000,000	\$58,300,000	\$66,000,000
Hospital Revenues	\$56,771,216	\$68,350,000	\$80,000,000
Gifts	\$2,387,798	\$3,000,000	\$3,000,000
Endowment Income	\$283,833	\$700,000	\$1,000,000
Other Revenues	\$778,000	\$839,000	\$900,000
Total Revenues	\$160,439,792	\$180,560,000	\$199,500,000

iii. Obligations and commitments

The School does not carry debt. The School has some leased space which is supported by clinical income and we do not expect any significant change in this space or financial support.

iv. Reserves (amount and sources)

With the growth of our clinical program, we expect an increase of at least 5%/year in our clinical practice and clinical department reserves. Further, with the recruitment of a new leader and staffing in the Development Office, we expect at least an increase of \$1M the 1st year and \$3M 2nd year and 3rd year in additional income, whether credited to endowment or program operating supporting

d. Describe any substantive changes in institutional resources anticipated by the medical school over the NEXT three years in the following areas:

i. Number of faculty

With increased hospital and clinical revenue and stable state support for research, we expect our Faculty will increase to 242 clinical faculty, 40 research faculty and 27 medical education faculty, totaling 309.

ii. Faculty mix (paid)

Faculty	Current	Projected 2015
Clinical (MD, DO, PharmD)	202	242
Research Faculty (PhD, MD)	24	40
Department of Medical Education	26	27
Total	252	309

Given the growth with our hospital partners and the faculty recruitment support extended by contract to the school, we expect a 20% growth in our clinical faculty over the next three years. Further, with known state support for our research program, we expect our research faculty to grow by 20%/year. In the area of Medical Education, we expect a 10% growth over the next three years funded primarily by excess clinical revenues.

iii. Hospital and other clinical affiliations

We expect to increase our clinical affiliation by adding through agreements, Las Palmas Hospital (317 beds plus a large medical office building) and Del Sol Hospital (368 beds with a large medical office building), both are part of the HCA Corporation. The affiliation agreements are currently in process.

iv. Graduate medical education programs

During the next three years, we expect our residency program to grow from 181 to over 200 (excluding orthopedics residents from William Beaumont Army Medical Center/Ft. Bliss). Further, we expect our fellowship program to grow from 2 to 18. The support for this growth is from University Medical Center.

v. Physical facilities

We expect to break ground by 2015 for our new Medical Sciences Building II, which will be 150,000 sq. ft. This facility will contain research and related core labs, library, student learning area housed within the library, small group learning rooms, and faculty and support staff offices.

e. Describe the medical school's annual budget process and the budgetary authority of the medical school dean. Does the medical school have a consolidated budget process that includes all medical school departments, the clinical practice plan, and/or the health system? Describe the roles and membership of any committees involved in budget planning. Is the medical school's budget approved by the governing board and/or officials of the parent university or, in the case of an investor-owned for-profit medical education program, by the corporate parent of the institution? Is the approval of the governing board required for tuition and fee rates for undergraduate medical students?

The Budgetary process of the Medical School begins with a discussion with the TTUHSC President's Office regarding submission dates to the Board of Regents after which the Medical School establishes internal dates. These dates are presented to the Associate Deans, Chairs and Departmental Administrators to determine if there are any outstanding conflicts.

The Medical School does have a consolidated budget process whereby all revenues and expenses for all departments are presented, reviewed, debated, considered and approved by several committees including the Medical Practice Income Plan (MPIP, which is the clinical practice plan) which is composed of all clinical chairs and two members-at-large who review, question and vote on the schools taxation plan (Dean's tax) as well as the Budget Advisory Committee which is composed of 6 faculty; 2 members from Medical Education (Senior Associate Dean for Medical Education and Chairman of the Department of Medical Education), 2 members from Research (Associate Dean for Research and Director of Basic Research for the Cancer, Center of Excellence) and 2 members from Clinical Operations (Associate Dean

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for Clinical Affairs and Chairman of the Medical Practice Income Plan (MPIP). The Committee is chaired by the Associate Dean for Finance and Administration and AVP Fiscal Affairs for TTUHSC-EP. The Budget Advisory Committee reviews/advises the Dean on all budget requests, except those which are State line approved. This Committee is used by the Dean as a representative committee of all departments and requests the committee to advise on fiscal items, primarily those areas which require special attention, etc.. All Committees are advisory to the Dean. The Dean makes the final decision on the School's budget submission to the President's Office. A detailed description of the budget process is noted below.

TTUHSC- PLFSOM – 2012-2013 Proposed Budget Schedule

Mon., Feb 20, 2012-	Fiscal Affairs distributes budget request templates to Dean's areas and Support Areas
Fri., March 9, 2012-	Deans/other support areas budget request templates due back to Fiscal Affairs
Mon., March 19, 2012-	MPIP Bus Office to provide revenue information through February to Departments
Mon., March 19, 2012 -	Fiscal Affairs to provide Revenue Estimate worksheet to clinical departments
Tues. – Thurs. -	All other administrative support departments present budget request to Associate Dean for Finance and
March 27-29, 2012	Administration (only departments requesting an increase; new positions)
Fri., March 30, 2012-	Revenue worksheets due to Fiscal Affairs (used to project budget presented to MPIP Subcommittee)
Tues. –Thurs.-	Clinical Departments present revenue projections to Frank/Steve
April 3-5, 2012-	Anes;Oph;Emer Med;Fam Med;Int Med;Neuro/Psy;OB;Ortho;Path;Pedi;Radio;Surgery/NeuroSurg; UBCC
Wed., April 11, 2012- 1-3pm	Budget Advisory Committee
Thurs., April 12, 2012-	Clinical department expense budget due (you will receive proposed preliminary taxation prior to due date)
Fri., April 13, 2012-	Fiscal Affairs e-mails budget packet to Clinic Administrators/Chairs
Tues., April 17, 2012- 11- 1pm	Present to Clinical Administrators
Fri., April 20, 2012-	Budget Advisory Committee
Wed., April 25, 2012- 3-5pm	Present Budget to MPIP Subcommittee
Tentative	*BAC meeting if significant changes are made at the MPIP Subcommittee presentation
May 25, 2012-	Budget prep available on-line
June 8, 2012-	Budget Prep due to Fiscal Affairs at 5 pm
June 8, 2012-	New positions & re-class documents due to Human Resources in El Paso
June 15, 2012-	Final Budget Reviewed by Dean for approval/modification
June 2012-	Budget Prep due in Budget Office
August, 2012-	Board of Regents

Following the budget submission to the President's Office, the budget is submitted to the Board of Regents for Approval. The submission and review and approval of tuition and fees is done several months prior to budget submission and is submitted by the school through the President's Office to the Board of Regents. The submission of tuition and fees through an earlier process, allows the school to project its budget as well as publish the tuition and fees in the catalog and other appropriate venues.

f. Describe the ways in which the medical school's governance, through its board of directors and its organizational structure, supports the effective management of its financial resources. Describe how lines of authority are defined, the internal controls that are in place, the degree of oversight provided by the state/parent/governing board in managing medical school resources, and the relationship between the dean and department chairs in managing departmental resources.

The Board of Regents (BOR) has final review/approval of all assets of Texas Tech University Health Sciences Center of which Paul L. Foster School of Medicine represents one of the schools. The BOR delegates many functions to the President and Executive Officers. The Dean reports to the President of TTUHSC and all Chairs and Associate Deans report to the Dean. The Associate Dean for Finance and Administration also holds the position of AVP Fiscal Affairs for TTUHSC – EP, reports to the Executive Vice President of Finance and Administration – TTUHSC.

Department Chairs report to the Dean. The Department Administrators report to their respective Chairs with a dotted reporting line to the Associate Dean for Finance and Administration. Further, there are several senior staff such as Associate General Counsel, Institutional Affairs (Development), and campus CIO who have dual reporting roles, reporting to the Dean and to their Chief within Central TTUHSC or TTUS.

The Management of the vast majority of fiscal resources is accomplished through electronic submission, review and approval. Once the operating budget is approved, most transactions are done on line, including purchasing, personnel, etc. With the approval of the Chair, these transactions can be done by the Department Administrator and his/her staff and are electronically routed to the appropriate levels for approval. All requests for budget adjustments, which excludes sponsored programs, under \$25,000/request, excluding personnel, consultants and travel, can be submitted directly to central finance by an authorized department administrator. However, if the total budget adjustment hits \$100,000 in a fiscal year, the requests and any future requests are electronically routed to the Associate Dean for Finance and Administration for review and action. Assuming the Associate Dean for Finance and Administration following discussion with the Dean concurs, the request is submitted for implementation.

The fiscal system will not allow a transaction to place an account in the negative, excluding payroll expenses. If someone attempts this type of transaction, the transaction is frozen and redirected to the Finance Office in the Medical School.

Personnel actions such as request for a new position or upgrade are currently submitted manually in paper form but will soon be processed electronically. The Department submits requests to HR and if approved, submits to the Schools Finance Office for fiscal review/approval. If approved, it is submitted to Central HR and TTUHSC in Lubbock for review and approval. Once approved, the remaining transactions are done through electronic systems.

Any deficit accounts are reported monthly to the Texas Tech University Health Sciences Center Executive Vice President for Finance and Administration. Quarterly, any account that has a cumulative deficit of \$100,000 or greater is reported to the Board of Regents (BOR) and the Dean and Associate Dean for Finance and Administration are required to submit a written action plan to resolve the deficit. The action plans are tracked by the Executive Vice President for Finance and Administration and reported back to the BOR.

The Dean meets on a regular basis with each chair and a portion of the meeting relates to fiscal issues, education/training, research and clinical productivity and new programs.

Further, given the exponential growth on the El Paso campus, the Texas Tech System has established an on-campus Audit Office to assist the departments and schools. The Dean and the Associate Dean for

Finance and Administration meet with the auditors monthly. Further, the Chief Audit Officer for the Texas Tech System meets with the Dean and Associate Dean at least once a year to plan the upcoming fiscal years' audit plan.

g. Describe the role of medical school management and administrative systems (e.g., financial, human resources, student information, room inventory, and sponsored programs) in serving the information needs of the medical school leadership. Describe any plans to replace outdated systems and any improvements made since the last full survey visit. Describe the nature and frequency of the financial reports provided to the medical school dean. In the Appendix, provide three examples of recent reports.

The Texas Tech Health Sciences Center including the medical school uses Banner for its monthly, quarterly, semi-annual and yearend financial reporting. This system can be accessed by school leadership, chairs and administrators on and off campus. Banner runs every night to encumber new personnel (payroll) and purchasing. Administrators and other approved department personnel can purchase the vast majority of items electronically, using Banner. Banner houses and runs the profiles for the Financial Managers, Approvers and Shoppers of each account. The actual purchasing tool in the Techbuy system is solutions sciquest which also feeds Banner.

Human Resources (HR) uses Banner for payroll and People Admin, which allows individuals to electronically review open positions and apply on-line. Banner Payroll system also allows for electronic submission of any time off, i.e.; vacation, jury duty, blood/organ donor, etc. One facet of our Banner system, which is now being tested, will allow monthly combined financials (clinical, research and education/training) for any department. HR provides a summary of employees, of all levels hired during the previous month.

Our Student Affairs Office information system is, Student Records System (SRS). Our Admissions Office uses Merlin. Both SRS and Merlin are used by the Texas Tech System, as are most of our systems.

We have recently installed a new inventory system, Variable Asset Tracker (VAT) for tracking capital equipment. Our school is the beta test site for the Texas Tech University Health Sciences Center. This system is a radio frequency identification device (RFID). Once an item is "tagged" and entered into the system as received, inventory management can identify the piece of equipment, location, source of funding, etc. by sweeping an electronic "wand" by the piece of equipment. This wand is similar to what cities use for reading gas and water meters. Previously department staff had to manually locate and identify each piece of tagged equipment and certify the location and submit the information to Texas Tech University System, which then submitted to the State Controller. This RFID system is also used for registering and tracking; employee, student and faculty cars.

Our system for reporting endowments is Advance.

On the clinical side we use GE Centricity for billing, collection and integration with our GE EMR system. We are in the process of installing our EMR system in each clinical department.

OSP uses IT Works but is converting to Cayuse. Cayuse will allow us to network directly with grants.gov.

Our space inventory system, Tech Space, was developed by the Texas Tech University School of Architecture and is used System wide. However, this electronic system is not sufficiently robust to support the space inventory needs for the Health Sciences Center and we are evaluating other options.

The three attachments illustrate; (1) Income/Expense Summary for Clinical Departments which is generated monthly (Section V – Appendix 1 – Income/Expense Summary); (2) Texas Tech University Health Sciences Center, Paul L. Foster School of Medicine, Statement of Changes in Fund Balance is generated monthly and notes each endowment with earned and spendable amounts (Section V – Appendix 2 – TTUHSC Fund Balance/Endowments); (3) Paul L. Foster School of Medicine, MPIP Charges, Collections and Adjustments Comparison by Fiscal Year and is generated monthly (Section V – Appendix 3 – PLFSOM MPIP Charges/Collections).

h. Describe the ways in which current and projected capital needs for the missions of the medical school are being addressed. Describe the medical school's policy with regard to the financing of deferred maintenance of medical school facilities (e.g., roof replacement).

Major capital requests such as buildings are submitted by the Dean through the President, to the Board of Regents for their consideration. Following their approval, the request is submitted to the Legislature. Capital items which are more modest in nature including deferred maintenance, can be supported by Health Education Assistance Funds (HEAF) from the State. These funds are allocated for:

- Acquisition of land, either with or without permanent improvements;
- Construction and equipping of buildings or other permanent improvements;
- Acquisition of capital equipment, library books, and library materials.

Further, during the budget process, departments have the ability to submit capital, primarily equipment requests which are ranked and approved by the appropriate committees.

Also, the School and TTUHSC System track deferred maintenance items and these items are ranked for funding by the AVP Facilities and Maintenance and the Associate Dean for Finance and Administration – PLFSOM/AVP – Fiscal Affairs for the Campus.

The School's policy regarding deferred maintenance; 1st items to be resolved are safety and regulatory issues; 2nd items which impacts students ability to access facilities, training, and study areas; 3rd are items which impact our research and clinical programs and 4th are items which impact general campus issues.

i. Describe the extent to which financial reserves have been used to balance the operating budget in recent years.

Given our significant State support, we have been fortunate in not having to access our reserves to balance our operating budget. When reviewing FY2010 LCME Part 1-A, L71 and comparing it to same line for FY2011, it would appear the school used reserves to balance its budget in FY2010. Unfortunately in FY2010, there was a misallocation of expenses which increased the schools total expenses significantly. This error occurred because of a misallocation by a new senior accountant in our Central System. In response and to assure the School this does not occur again, the Finance Office has recruited a new employee who has a CPA and part of her responsibilities is to assure the school of appropriate allocation of expenses from Central System as well as allocations for many of our other programs.

j. Summarize the key findings resulting from any external financial audits of the medical school (including medical school departments) performed during the most recently completed fiscal year.

The school has received one audit finding which directs the IT Department to develop a disaster recovery plan specifically for the information resources at the El Paso Campus. Previously the IT Department has relied on Central IT, TTUHSC, in Lubbock, Texas.

k. Provide a revenue and expenditures history for the current fiscal year (based on budget projections) and for each of the past three fiscal years. For U.S. medical schools, the format for the history and the data for the three completed fiscal years should be obtained from the “Rev_Exp_History” tab of the school’s completed LCME Part I-A Annual Financial Questionnaire. For Canadian medical schools, use the Canadian Faculty of Medicine Financial Summary as the data source, as appropriate.

Note: Reviewers may notice a difference in the amounts listed for some categories in this table and the same category listed in the “Revenue Mix” table on page 5 of this section of the data base. The first table shows projected revenues and expenses for the medical school only from 2012-2014. The dollar amounts listed in the table below includes all revenue and expense booked on medical school and TTUHSC accounts in support of the medical school.

	FY2009	FY2010	FY2011	FY2012
REVENUES:				
Tuition and Fees	\$1,497,273	\$702,947	\$1,520,931	\$1,700,000
Total Government and Parent Support	\$45,988,188	\$51,861,976	\$62,080,609	\$60,000,000
Grants and Contracts	\$7,491,308	\$8,458,286	\$10,699,356	\$12,000,000
Practice Plans/other Medical Services	\$77,596,873	\$78,412,767	\$50,647,571	\$51,000,000
Total Hospital Revenues	\$12,370,652	\$17,005,233	\$49,831,864	\$56,770,000
Gifts	\$1,405,076	\$759,564	\$1,187,798	\$2,387,798
Endowment Income	\$2,404,642	\$825,074	\$83,833	\$283,833
Other Revenues	\$3,113,084	\$353,220	\$378,939	\$778,000
Total Revenues	\$151,867,096	\$158,379,066	\$176,430,901	\$184,919,631
Total Expenditures & Transfers	\$139,811,196	\$165,789,913	\$173,821,332	\$182,851,002
Net Revenues over Expenditures	\$12,055,900	(\$7,410,847)	\$2,609,568	\$2,068,629

l. In the Appendix, provide a copy of the most recent LCME Part I-A Annual Financial Questionnaire, including the Signature Page and excluding the Scratch Pad page (a total of 8 pages). Also, please provide the school's responses to the Web-based companion survey to the LCME Part I-A Annual Financial Questionnaire, the "Overview of Organization and Financial Characteristics." For Canadian medical schools, provide a copy of the Canadian Faculty of Medicine Financial Summary

See LCME Part I-A Annual Financial Questionnaire on Medical School Financing, Section V – Appendix 4 – LCME AFQ

See LCME Part I-A Overview 2010 – 2011, Section V- Appendix 5 – LCME Overview

m. If tuition and fees comprise more than 50% of the medical school's total annual revenues, describe the school's plan to reduce dependence on tuition and fees.

Tuition and fees at PLFSOM account for only 2% of the school's annual revenues.

ER-3. Pressure for institutional self-financing must not compromise the educational mission of the medical education program or cause it to enroll more medical students than its total resources can accommodate.

Reliance on medical student tuition should not be so great that the quality of the medical education program is compromised by the need to enroll or retain inappropriate numbers of medical students or medical students whose qualifications are substandard.

a. Briefly describe the extent to which faculty productivity requirements in research or clinical service have affected the medical school's ability to maintain its commitment to medical student education.

At PLFSOM we have been fortunate to have significant startup funding provided by the State which continues for several years. This startup funding has and continues to provide the latitude which is necessary to undergird the educational, research and academic programs as well as related infrastructure. Our strategy for maintaining the commitment to teaching has been to protect the time of a core teaching faculty, so that they can focus on the complex tasks of establishing an outstanding curriculum, and fostering excellence in the students. The cornerstone of this strategy is our free-standing Department of Medical Education. It consists of 7 physicians representing a variety of medical disciplines and 15 doctoral trained basic scientists representing a variety of scientific disciplines. These faculty members receive hard money support from the school of medicine and devote 70-80% of their time and effort to developing, implementing, and refining a highly integrated, clinically relevant curriculum for years 1-2. Over the first years of the medical school, this strategy has been very successful in fulfilling our commitment to medical education, and in achieving performance goals of the students.

Although our strategy is challenging, by careful allocation of resources, we have been able to increase the Medical Education basic science teaching faculty from 12 to 15 during 2011. Active searches are currently underway for 4 additional State supported Department of Medical Education faculty positions. -

To make the most effective use of our teaching faculty, faculties are supported by 4 course coordinators who assist with the logistical and administrative aspects of course organization, evaluation, and counseling. In addition, 3 audio-visual personnel, 4 programmers and 3 analysts in the IT department are exclusively assigned to the Department of Medical Education.

Although the faculty of the Department of Medical Education account for about 70% of all contact time during the first and second years, the curriculum requires participation by clinical department faculty. In the last year, physicians from 13 clinical departments accounted for roughly 30% of student contact time. Much of this time was devoted to clinical presentation schemes lectures, clinical problem solving in small group sessions, and supervising students in the clinical skills and simulation center as part of the weekly two hour medical skills course. In a typical week, this includes a total of 22 small group sessions where one physician instructs 8 to 10 students for 2 hours. The Medical Skills Course consists of 6 two hour sessions where each physician meets with 6 students. Clinicians, particularly surgeons and radiologists, also assist in anatomy labs, where one faculty member supervises 2-3 tanks, with 6 students per tank. It is important to realize that when clinical faculty participates in pre-clerkship training, this takes place with the help and guidance of Medical Education faculty, coordinators and other support personnel.

Our class size has grown from 40 to 80 students and will soon reach 100. Clinical department chairs work with the Chair of the Department of Medical Education and the Senior Associate Dean for Medical Education and if required the Dean, to free-up faculty time to meet the increased demand. A variety of approaches are being developed to address this issue. The Office of Curriculum, Evaluation, and Accreditation provides an essential "home base" from which to organize and evaluate the effectiveness of such approaches.

- Financial Support and Incentives: We are developing an Educational Value Units (EVU) system to allocate budgeted "teaching" dollars to departments proportionate to their contributions to the teaching enterprise spanning all 4 years of the curriculum. The EVU system is currently being fine-tuned and will be fully implemented in the 2012-13 academic year (2012 fiscal year).
- Clinical Productivity Dashboards: The organization has developed and deployed a clinical productivity dashboard database. This dashboard is updated on a monthly basis and provides a 12 month rolling average of charges and collections and clinical productivity compared to national benchmarks for academic faculty. These are available to most individual faculty, division heads, and chairs. They provide an objective measure of clinical responsibilities to address concerns or perceptions that clinical expectations are "crowding out" teaching time.
- Centralized Requests: The educational leadership, including course directors and the chair of the department of medical education will make requests to department chairs for faculty participation through the senior associate dean for medical education. Use of this centralized approach helps us to identify immediate educational needs and track emerging concerns. Metrics generated by the EVU initiative and clinical productivity dashboards will provide an objective context for discussing current needs and evaluating the impact of requested departmental participation.
- Changes in Requirements for Promotion: Establishment of the medical school has initiated changes in the formal requirements for tenure and promotion applying to all faculty. These place a strong emphasis on participation in the educational mission.
- More Clinical Faculty: Some clinical departments are growing substantially, and will continue to do so over the next few years. One of these is Pediatrics, which is partnering with the new El Paso Children's Hospital. More generally, the population of El Paso is growing. It is historically under-served in a number of medical specialties, and there is opportunity for sustainable growth of quality medical care in the region.
- Developing Academic Clinical Departments: It is always a challenge for clinical departments to balance patient care with the training of residents and medical students. When new clinical chairs are recruited, and new departments established, the institution seeks candidates with unique insight into these issues and a strong commitment to academic medicine.
- Scholarship and Research: Although there is an inherent conflict with time for teaching, the inclusion of medical students in clinical research and scholarship can, if properly managed, greatly enhance the teaching mission. The SARP program, run by the Department of Medical Education, makes such scholarship a course requirement for students. Major research project grants to investigators in the departments of Biomedical Sciences, Internal Medicine and Family Medicine have opened new SARP training opportunities for the medical students.

b. Describe whether the medical school's need to generate revenue is affecting decisions related to current and anticipated student enrollment.

While our school, as many others, needs to increase revenues, PLFSOM has been committed to small class sizes to maintain a collegial atmosphere and to be able to provide a high quality education with the resources available in El Paso. The original class size of 80 students seemed to meet that goal although the medical education building was designed to accommodate 100 students per class. With the changes in budget allocation from the state and the increasing competition for clinical dollars, it became clear that a class size of 100 students per year would allow more opportunities for our school and the educational program. The dean convened a summit to examine our ability to expand to 100 students. During this half day gathering, 35 educational leaders met in order to determine if we were able to meet the needs in regards to space, faculty and clinical resources. Each of these groups felt confident in meeting the needs of 80 students per class but had concerns about 100 students. The main concerns were related to faculty and clinical experiences. It was determined that we would need one additional year in order to meet those needs, so the dean upheld the recommendation to continue with 80 students for the class of 2016 and then increase to 100 students for the class of 2017. During that interim year, more clinical partners will be identified and recruited and more faculty will be added. While this will affect the income to the school in lost formula funding for the years that we have less than 100 students, the faculty and leadership are committed to excellence and have sought other means to meet those financial demands.

Also see Section III, Part A (g. and h.) and information for standard FA-2 in Section IV: Faculty.

ER-4. A medical education program must have, or be assured the use of; buildings and equipment appropriate to achieve its educational and other goals.

The facilities of the medical education program should include offices for faculty, administrators, and support staff; laboratories and other space appropriate for the conduct of research; medical student classrooms and laboratories; lecture hall(s) sufficiently large to accommodate a full year's class and any other students taking the same courses; space for medical student use, including medical student study space; space and equipment for library and information access; and space for the humane care of animals when animals are used in teaching or research.

a. Complete the following table of teaching facilities for each building in which medical students participate in regularly scheduled classes, including laboratories. Do not include classrooms located in clinical facilities.

Building: El Paso – Academic and Educational Center (AEC)		
Year Constructed: 1977	Year of Last Major Renovation: <u>undergoing renovation</u>	
Type of Room*	<u>Seating Capacity</u>	<u>Main Educational Use(s)**</u>
Conference 102O	13	Small Group Discussions
Library Conference Room	8	Small Group Discussions
Lecture Hall 201A	142	Lectures
Lecture Hall 201B	142	Lectures
Classroom 211	32	Lectures, small group discussions
Classroom 212	36	Lectures, small group discussions
Classroom 235	20	Lectures, small group discussions

**Lecture hall, science lab, conference room, small-group discussion room, etc. If several rooms of similar type and seating capacity are used; simply indicate total number of such rooms in parentheses.*

***Lectures, small-group discussion, dissection, wet labs, slide study, etc.*

Building: Medical Education Building (MEB)		
Year Constructed: 2007	Year of Last Major Renovation: N/A	
Type of Room*	<u>Seating Capacity</u>	<u>Main Educational Use(s)**</u>
Lecture halls (2)	108 each	Lectures, large conferences
Case-method rooms (2)	50 each	Case studies, group discussions
Large classrooms (2)	46 each	Lectures, conferences, group discussions
Damp laboratories (1)	54 each	Laboratory exercises
Computer testing laboratory	66	Examinations
Small-group conference rooms (12)	12 each	Group discussions, small-group case studies
Library conference rooms (5)	41 seats total	Group discussions, individual study
Gross anatomy laboratory	100	Anatomy dissections
Simulation center classroom	32	Lectures, presentations, group discussions
Simulation center conference room	10	Group discussions
Simulation center debriefing room	12	Group discussions
College home rooms (4)	6 each	Informal study
Study areas 1st floor	16	Informal Study
Study areas 2nd floor	22	Informal Study
Study areas 3rd floor	36	Informal Study
Study areas 4th floor	22	Informal Study

*Lecture hall, science lab, conference room, small-group discussion room, etc. If several rooms of similar type and seating capacity are used, simply indicate total number of such rooms in parentheses.

**Lectures, small-group discussion, dissection, wet labs, slide study, etc.

b. Indicate the title and organizational placement of the school staff member responsible for scheduling and coordinating the use of these facilities. Indicate whether these facilities are shared with other educational programs. Describe any recurrent problems in gaining access to needed teaching space.

Texas Tech University Health Sciences Center in El Paso has an on-line room scheduling system. Course coordinators and assessment coordinators schedule through this application. A scheduling coordinator, in the office of the dean, oversees this system and is responsible for resolving conflicting needs or negotiating changes.

c. Summarize the number and locations of rooms used for small-group teaching and for laboratories. If there has been an increase in class size, describe whether small-group and laboratory teaching space has expanded to accommodate the increased enrollment.

Small Group Rooms

The Medical Education Building (MEB) includes a total of 22 small group teaching room distributed as follows:

MEB floor 2—6 rooms that can accommodate 12 people; 6 rooms that can accommodate 4-5 people located in the library.

MEB Floor 3—6 rooms that can accommodate 12 people; plus an additional 2 small group rooms in the clinical skills and clinical simulation center, each accommodating up to 12 persons. In addition, the clinical skills/simulation suite includes two class rooms that can also be used for small group instruction as necessary.

This number of rooms is more than adequate to accommodate an anticipated maximum enrollment of 100 students per class. In the unlikely event that additional small group teaching space will be required, the commons are in the four College suites on the second floor can also be comfortably used for small group instruction for up to 12-14 persons.

Laboratories

All teaching laboratories are located in the MEB fourth floor. These laboratories and the capacity of each follow:

Basic Science Lab (room 4100). This is a BSL 2 facility that has a capacity of 75.

“Dry Lab” and Multi-Purpose Learning Lab (room 4120/30). This is a newly (August 2011) created learning space that can accommodate up to 108 students. It was designed for “dry lab” exercises (e.g., histology labs) and to serve as a multi-purpose room for conducting team-based learning exercises, group problem solving sessions, and interactive lecture sessions.

The Laboratory for Education in Molecular Medicine (LEMM) is a state of the art BSL 2 laboratory equipped to allow faculty and students to engage in basic biomedical science research at the molecular level in support of selected student Scholarly Activity and Research Project (SARP) requirements. This facility is conveniently located between the two larger labs described above to allow seamless execution of the curricular Scientific Principles of Medicine (SPM) labs during the standard academic year followed by SARP projects during the summer and independent study periods. At any given time, up to 10 persons can be in the LEMM facility per se.

d. Describe the facilities used for teaching physical examination skills, conducting standardized patient examinations, and administering OSCEs. Describe any special facilities that are used only for clinical skills instruction or assessment of medical students (i.e., not used for patient care). Note any recurrent problems or shortcomings with the facilities used to teach and assess students' clinical skills.

The clinical skills and simulation center at TTUHSC's Paul L. Foster School of Medicine consists of a 10,000 square foot facility for physical examinations, standardized patient examinations, administration of OSCEs and special facilities for clinical skills instruction. The clinical skills and simulation center is used solely for student instruction and not for patient care. The entire facility is also used for assessing student performance through frequent OSCEs.

The standardized patient examination area consists of ten rooms for teaching and assessing students clinical skills. Each exam room contains two PCs (one inside, one outside) for student and patient notes. Each room is equipped with the standard features found in a modern physician's office. There are two cameras in each room to record the patient/student interaction. These records can be maintained for the duration of the student's medical education at PLFSOM.

The standardized patient exam area also includes a Patient Waiting Room. This area includes a lounge, kitchen and dressing rooms to allow patients to dress and undress.

The simulation center includes the following resources:

- Two virtual reality rooms each contain equipment for endoscopy, laparoscopy, and pelvic exams.
- Two partial task trainer rooms which are utilized to provide students instruction on specific examinations tasks such as blood pressure readings, drawing blood, and ear, nose and throat examinations. Each classroom contains mannequins for instruction of up to ten students.
- The simulation center also contains two Hi-Fidelity Simulation rooms that include seven hi-fidelity mannequins that behave as humans. Faculty supervision is required during all mannequin simulation exercises. The simulation rooms are separated by a control room that monitors and records all interaction. All training, research and exams are recorded via three cameras within the simulation space.

e. Complete the table below showing the number of faculty offices, research laboratories, and net square footage for each academic department of the medical school. Add rows as needed.

Department Name	# Offices	Total Net Sq Ft (offices)	#Research Labs	Total Net Sq Ft (labs)
Anesthesiology	15	1,761	2	739
Biomedical Sciences	3	725	0	0
Family Medicine	16	1,903	0	0
Internal Medicine	50	6,095	8	1,889
Psychiatry	9	1,620	1	927
Medical Education	25	4,500	0	0
Neurology	5	631	1	136
Neurosurgery	6	750	0	0
Obstetrics/Gynecology	20	2,159	0	0
Pathology	6	740	0	0
Pediatrics	25	3,065	0	0
Radiology	2	299	0	0
Office of Research	8	1,116	0	0
SOM Administration	2	565	0	0
SOM Clinical Affairs	3	536	0	0
Surgery	10	1,269	0	0
Emergency Medicine	16	1,755	6	1,926
Faculty Development	1	284	0	0
Advanced Teaching and Assessment in Clinical Simulation	1	168	0	0
GME	1	189	0	0
Ophthalmology	3	416	0	0
Orthopedics	6	947	0	0
Vivarium	1	103	1	10,564
COE Cancer	10	1,558	4	6,794
COE Neuroscience	27	4,153	8	11,170
COE Infectious Disease	12	1,612	8	10,503
COE Diabetes	6	900	4	6,794
HCOE	2	286	0	0
OCEA	2	368	0	0

Department Name	# Offices	Total Net Sq Ft (offices)	#Research Labs	Total Net Sq Ft (labs)
BSL3	0	0	1	1173
Imaging Core Lab	1	125	1	376
Genomics Core Lab	1	125	1	815
Proteomics Core Lab	1	125	1	680
Flow Cytometry Core Lab	1	125	1	606
Histology Core Lab	1	1	2	601
Biostatistics and Epidemiology	4	420	1	343

f. If the school's animal care facilities are accredited by the American Association for Laboratory Animal Care (AALAC), provide the date of last review and the accreditation status of the facility. Describe the safeguards in place to ensure adequate space for the humane care of animals used in teaching and research.

The TTUHSC Paul L Foster School of Medicine (TTUHSC PLF SOM) was last reviewed by AAALAC International during a site visit on June 18, 2009. Subsequently, on October 20, 2009 the TTUHSC program for animal care and use received "continued full accreditation" from AAALAC International. Animals are acquired and maintained in accordance with all Federal and State regulations regarding the humane care of animals. All animal usage is approved by the Institution's Animal Care and Use Committee (IACUC). The animal care program and IACUC ultimately report to the Executive VP for Research (Stocco) who is the designate institutional official. The animal facility and its staff are supervised by a full-time, Executive Director who is highly experienced and qualified in animal research (Brackee). In addition, animal welfare is under the direct supervision of a research veterinarian who is a member of the clinical faculty (Bruker) and an experienced Unit Manager that controls daily operations (Osborne). Offices of the veterinarian, manager, and staff are located in an office suite which forms the front entrance to the vivarium on the first floor of the MSB-I building. The vivarium is fully equipped with state-of-art cagewash area, dedicated animal holding rooms, procedure spaces, isolated biosafety laboratories, animal surgery space, and necropsy space that assure humane animal handling at each step of the research project. Security and safety of the vivarium has been carefully considered. The hallway leading to the animal facility is not accessible to general visitors or workers in the research building, but requires special access with separate electronic pass required for entrance to the vivarium. Access may only be granted after training and occupational health requirements are satisfied. The first floor location and the arrangement of doors also allow excellent temperature control and emergency access in the case of fire.

ER-5. A medical education program should have appropriate security systems in place at all instructional sites.

a. Describe the security systems and personnel that are used to provide a safe study and learning environment for medical students during and outside of regular duty and class hours on campus and at clinical teaching sites.

CAMPUS POLICE

Campus Police incorporates a spectrum of capabilities, especially in those facilities that are used after regular business hours. These capabilities include an active police force of commissioned officers and security guards, card-activated door locks, police escort service until 24 hours a day, and established campus security policies.

The facilities that are available to students for study and learning outside of regular working hours include:

- Medical Education Building—students have 24-7 access to this building.
- Medical Science Building I—this building is available only to students who are actively engaged in research projects and who have received authorization for access by the Associate Dean for Research.
- Academic and Educational Center —this building is available to students only during the hours of operation of the library.

All TTUHSC- Paul L. Foster School of Medicine buildings are constructed with several entrances. However, all of these entrances are secured at the close of the business day. After that time, entry to each building is restricted to a single entrance, which is secured by a card access control. Individuals are able to gain access only with a card that has been activated by the Police Department following application and approval by an authorized authority in the Dean's Office. The system is such that an individual with access to one building may or may not have access to other buildings and hours of access needs are programmed for each card holder accordingly. Student authorization is provided through the Office of Student Affairs.

The library is open until 11:00pm at which time the on-duty officer/guard assists the library staff in securing the facility and in escorting library patrons to their parking space as needed. Police Officer(s) are on duty 24 hours a day. The Medical Education building interior and exterior, as well as the Medical Science Building I, is equipped with surveillance cameras and monitored 24 hours by a Guard in the Communications Room. Additionally, the campus has installed "Blue Phones" or emergency phone towers to assist a person needing police assistance; towers are located on the west and east sides of the campus. Blue Phones are monitored and answered 24 hours a day by a Guard located in the Communications Room.

Police Department policies of the school are reviewed on at least an annual basis. Procedures may be revised based upon this review or upon recommendations from legal and police authorities. Faculty, staff,

residents, and students are advised of these policies and of any changes by email and written communications.

b. Describe any special protections available to medical students if they are exposed to physical danger in the learning environment (e.g., during interactions with patients in detention facilities).

Students, who rotate to our affiliated clinical facilities which are primarily inpatient facilities, are JCAHO accredited facilities and have 24 hour police and security force, card-activated door locks, escort services, and closed circuit security cameras. Students are required to wear their ID Badge when they are in the facility. The Office of Student Affairs or the appropriate clerkship directors are aware of each rotation for each student and is knowledgeable of their location.

During orientation to the clinical experiences, students are given information about patients who are prisoners and the security needs associated with those patients. The students do not spend any time in detention facilities.

c. Describe existing and proposed initiatives to prepare for natural and other disasters and emergencies, including planning activities, mandatory training, and resources available to the medical school's students, faculty, and staff.

- **STAT! Alert** – TTUHSC has implemented STAT Alert, an emergency alert notification system to communicate important alerts and emergency response information to students, faculty and staff. Alerts will be forward to their email address and text and voice messages to telephones; to those that subscribe. www.ttuhs.edu/emergencyalert
- **Emergency Paging Codes** – Emergency paging codes are announced over the public address system by information Technology in coordination with Texas Tech Police Department, and TTUHSC Fire Marshall's Office.
- **Inclement Weather** - TTUHSC has an established policy and procedure regarding the suspension of classes and closing of offices in inclement weather (ice, snow, flooding). If the facilities are closed due to inclement weather, announcements will be made via STAT! Alert, local television and radio stations, as well as the TTUHSC Announcement page. TTUHSC OP 10.02 and OP 76.15 outlines the function of the TTUHSC warning and alert system.
- **Essential Personnel** – The President, Vice Presidents, and Deans assure that by November 15 of each year the administrators in their organization notify in writing those persons designated as “essential.” The Human Resource Office or the Regional Dean's Office will be informed of the personnel designated as essential.
- **Shots Fired on Campus** – Available in a version for Faculty and Staff, and in a Student version.
- **Mandatory Emergency Preparedness Training for Faculty and Staff** – Emergency Preparedness training presents you with information that may be vital in the event that you find yourself in a local emergency situation within the Texas Tech University Health Science Center. TTUHSC has adopted the Federal National Incident Management System (NIMS) guidelines and during an emergency of local importance, TTUHSC will respond under these guidelines.
 - a. **Proposal for Students** – As per Texas Education Code 51.217 we are not required to train students on emergency preparedness; however we must conduct drills with students to prepare them to respond to an emergency. Fire drills count as an exercise. In addition, students will be allowed to take the emergency preparedness training being offered to Faculty and Staff by going to the TTUHS Emergency website. During student orientations, emergency preparedness will be part of the presentation to familiarize students with our plans and procedures as well as directing them to the training link, information regarding STAT Alert! and shots fired video. An email blast to existing students will be scheduled to inform them about this training.

- **Proposal** -- Local Emergency Preparedness Plan is being updated and include a vulnerability hazard assessment and be NIMS compliant. All Departments will be asked to complete a Continuity of Operations Plan (COOP) specifically addressing the hazards unique to their operations.
- **Resources** - 24/7 Local Police, and Guard presence.
- **Fire Evacuation Exercises** – every 6 month the Campus Fire Marshal conducts fire drills for faculty, staff and students to practice to safely evacuation of buildings.

ER-6. A medical education program must have, or be assured the use of, appropriate resources for the clinical instruction of its medical students.

The clinical resources at the medical education program should be sufficient to ensure the breadth and quality of ambulatory and inpatient teaching. These resources include adequate numbers and types of patients (e.g., acuity, case mix, age, gender) and physical resources.

a. List each inpatient teaching site where your first cohort of students will take one or more of the listed required clerkships and check the clerkship(s) offered:*

Inpatient Facility Name (list)	(check if site used)					
	Family Medicine	Internal Medicine	OB/ Gyn	Pediatrics	Psychiatry	Surgery
University Medical Center		X	X	X	X	X
William Beaumont Army Medical Center		X				
El Paso Psychiatric Center					X	
El Paso Children's Hospital			X	X		X
University Behavioral Health					X	

* If the school offers major core clerkships in different subjects (e.g., Interdisciplinary Primary Care, Women's and Children's Health), please modify the headings accordingly.

b. For each inpatient facility listed in the preceding table, provide the following information: (Use a separate page for each institution)

Facility Name: University Medical Center
 Name of Chief Executive Officer: James Valenti
 Year Appointed: 2004

Number of beds	327 licensed 239 operational 212 Staffed beds
Average occupancy rate	76%
Average length of stay	4.3
Number of annual admissions	19,534
Number of outpatient visits/year	470,368

Number of ER visits per year	61,101
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Clinical Service	Number of Beds	Avg Daily Census	Number of Students per Rotation	
			Your School's Medical Students*****	Visiting Medical Students*
Family Medicine**	-	12	5	-
Internal Medicine**	-	60	12	-
Obstetrics/Gynecology	61	17.6	12	-
Pediatrics	37	18	12	-
Psychiatry***	0	-	5	-
Surgery	58	40	12	-

**No visiting third year medical students are accepted.*

***Family Medicine and Internal Medicine have no specific beds assigned but use primarily the fifth and sixth floors respectively.*

****Psychiatry has a consultation/liaison service in University Medical Center. There are no specific beds assigned to Psychiatry.*

*****Number of medical students per rotation are for the first two classes to rotate in third year, 2011-2013. When the full complement of 100 students starts third year there will be 17 students per rotation.*

Include projection for 4th year PLFSOM Students

Academic Year 2011-2012

Facility Name: William Beaumont Army Medical Center

Name of Chief Executive Officer: Brig General Dennis D. Coyle, Commander

Year Appointed: 2010

Number of beds	144
Average occupancy rate	51%
Average length of stay	3.3
Number of annual admissions	8,184
Number of outpatient visits/year	556,671
Number of ER visits per year	43,434

Clinical Service	Number of Beds	Avg Daily Census	Number of Students per Rotation	
			Your School's Medical Students	Visiting Medical Students
Internal Medicine	42	29	4*	Variable

*Internal Medicine is the only clerkship utilizing this facility at this time. One student rotates through the Internal Medicine in-patient service every 4 weeks throughout the 16 week block for a total of 4 students per block.

Academic Year 2011-2012

Facility Name: El Paso Psychiatric Center

Name of Chief Executive Officer: Zulema C. Carrillo

Year Appointed: 1998

Number of beds	74
Average occupancy rate	67.3
Average length of stay	23.75 days
Number of annual admissions	822
Number of outpatient visits/year	0
Number of ER visits per year	0

Clinical Service	Number of Beds	Avg Daily Census	Number of Students per Rotation	
			Your School's Medical Students	Visiting Medical Students
Psychiatry	74	68	7-10	0

No visiting students in the third year.

Psychiatry is the only clerkship in this facility.

Facility Name: El Paso Children's Hospital

Name of Chief Executive Officer: Larry Duncan

Year Appointed: 2010

El Paso Children's Hospital is a new County supported hospital which officially opened February 14, 2012. Pediatric services are being transitioned from University Medical Center. This transition is still in progress. Data is not yet available.

Number of beds	122
Average occupancy rate	pending
Average length of stay	pending
Number of annual admissions	Pending
Number of outpatient visits/year	Pending
Number of ER visits per year	Projected 12,000

Academic Year 2011-2012

Clinical Service	Number of Beds	Avg Daily Census	Number of Students per Rotation	
			Your School's Medical Students	Visiting Medical Students
Pediatrics			10	0

Facility Name: University Behavioral Health

Name of Chief Executive Officer: Selene Quintana Hammon

Year Appointed: December 2011

Number of beds	163
Average occupancy rate	120
Average length of stay	11.2 days
Number of annual admissions	3792
Number of outpatient visits/year	14,748
Number of ER visits per year	0

Clinical Service	Number of Beds	Avg Daily Census	Number of Students per Rotation	
			Your School's Medical Students	Visiting Medical Students
Psychiatry			2	0

c. Complete the following table for each ambulatory site* that will be used for required medical student education:

Site Name: TT Family Practice Center		Site Type**: Stand Alone clinic	
Course or Clerkship Offered	Academic Period (Year) When Offered	Duration (weeks)	Average # of Students per Rotation
Family Medicine	3	6	3-5
Family Medicine longitudinal experience	3	15	13-20

**If groups of doctors' offices or preceptor sites are used, list the total number of such sites used for a given required experience. **Stand-alone clinic, large group practice (do not include individual physician offices)*

These numbers reflect the first two classes to rotate through the third year with approximately 40 and 57 students respectively. When the full complement of 100 students reaches the third year in 2015, there will be 8 students in each four week block of Family Medicine and 33 students doing the longitudinal experience. Not every student will be completing their longitudinal selective at the Family Practice Center. The students will have the choice of experiences in other sites. Each student has only one longitudinal family medicine experience.

Site Name: TT Physicians of El Paso		Site Type**: Large group practice	
Course or Clerkship Offered	Academic Period (Year) When offered	Duration (weeks)	Average # of Students per Rotation
Internal Medicine (Subspecialty clinic)	3	2	2-4
Pediatrics	3	8	7-10
Psychiatry	3	6	3-5
Psychiatry Longitudinal Experience	3	15	13-20
OB/GYN	3	8	7-10
Surgery – General	3	6	3-5
Surgery - Subspecialty	3	4	3-5

**If groups of doctors' offices or preceptor sites are used, list the total number of such sites used for a given required experience.*

***Stand-alone clinic, large group practice (do not include individual physician offices)*

Academic Year 2011-2012

These numbers reflect the first two classes to rotate through the third year with 40 and 57 students respectively. When the full complement of 100 students reaches the third year in 2015, there will be 8 students in each four week block of Psychiatry and 33 students doing the longitudinal experience. In Pediatrics and OB/GYN there will be 17 students on each block in 2015. Surgery and Internal Medicine will have 8 students per 4 week rotation in 2015. All Students will not be in the Psychiatry clinic for their longitudinal experience. The students will have the choice of experience in other sites. Each student has only one longitudinal experience.

Site Name: Private Community Physician's offices		Site Type**:		
Course or Clerkship Offered	Academic Period (Year) When Offered	Duration (weeks)	Average # of Students per Rotation	
Family Medicine	3	2	2-4	
Family Medicine longitudinal	3	15	13-20	
Psychiatry longitudinal	3	15	13-20	

**If groups of doctors' offices or preceptor sites are used, list the total number of such sites for a given required experience.*

***Stand-alone clinic, large group practice (do not include individual physician offices)*

ER-7. Each hospital or other clinical facility of a medical education program that serves as a major instructional site for medical student education must have appropriate instructional facilities and information resources.

Appropriate instructional facilities at each hospital or other clinical facility include areas for individual medical student study, conferences, and large group presentations (e.g., lectures). Sufficient information resources, including library holdings and access to other library systems, must either be present in the hospital or other clinical facility or readily available in the immediate vicinity. A sufficient number of computers must be readily available that allow access to the Internet and to other educational software. Call rooms and lockers, or other secure space to store personal belongings, should be available for medical student use.

a. Complete the following table for each clinical facility that is used for any inpatient portion of a required core clerkship rotation. Check the appropriate columns indicating if the listed resource is generally available to students during the clerkship rotation.

Facility Name (list)	(check)						
	Library	Lecture or Conference Room(s)	Study Areas	Computers	Call Rooms	Shower or Changing Area	Lockers
Family Medicine							
El Paso Children's Hospital			X	X	X	X	
University Medical Center			X	X	X	X	
William Beaumont Army Medical Center	X	X	X	X	X	X	X
El Paso Psychiatric Center	X	X	X	X	X	X	
University Behavioral Health		X	X	X		X	X

b. Comment on the adequacy at each site of the educational resources checked above, and the adequacy of library and information technology services (Internet access, library holdings, interactive databases, etc.) at each site.

All clinical instructional sites have conference and other instructional rooms that may be used by medical students and their instructors for formal presentations and for individual or group study. Students are also able to utilize the educational resources in the Medical Education Building during any of their rotations.

The TTUHSC libraries have an extensive collection of traditional resources, plus a wide array of electronic databases, electronic journals, and electronic books. These electronic resources are made

available to students on-site and through the use of a proxy server. Connecting to the library resources and WEBCT is facilitated at both library locations through direct IT data ports installed in individual study carrels and large study tables. Students are also able to print from their laptops by utilizing the library's papercut print server. Connectivity for students at rotation sites is constantly monitored by Information Technology personnel at each hospital, TTUHSC Information Technology, and the TTUHSC Library System Information Technology office.

ER-8. Required clerkship rotations at a medical education program should be conducted in health care settings in which resident physicians in accredited programs of graduate medical education, under faculty guidance, participate in teaching the medical students.

It is understood that, at some medical education programs, there may not be resident physicians at some community hospitals or community clinics or the offices of community-based physicians. In those cases, medical students must be adequately supervised by attending physicians.

Students work closely with resident level trainees in all required clerkships under faculty guidance.

Refer to information for standard IS-12-A in Section I: Institutional Setting.

ER-9. A medical education program must have written and signed affiliation agreements in place with its clinical affiliates that define, at a minimum, the responsibilities of each party related to the educational program for medical students.

Written agreements are necessary with hospitals that are used regularly as inpatient sites for core clinical clerkship rotations. Additionally, affiliation agreements may be warranted with other instructional sites that have a significant role in the clinical education program.

Affiliation agreements should address, at a minimum, the following topics:

- *The assurance of medical student and faculty access to appropriate resources for medical student education.*
- *The primacy of the medical education program over academic affairs and the education/assessment of medical students.*
- *The role of the medical education program in the appointment and assignment of faculty members with responsibility for medical student teaching.*
- *Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury.*

If department heads of the medical education program are not also the clinical service chiefs at affiliated institutions, the affiliation agreement must confirm the authority of the department head to ensure faculty and medical student access to appropriate resources for medical student education.

The medical education program should advise the LCME and the CACMS, when applicable, of anticipated changes in affiliation status of the program's clinical facilities.

ER-10. In the relationship between a medical education program and its clinical affiliates, the educational program for medical students must remain under the control of the program's faculty at each instructional site.

Regardless of the location in which clinical instruction occurs, department heads and faculty of the medical education program must have authority consistent with their responsibility for the instruction and assessment of medical students.

The responsibility of the clinical facility for patient care should not diminish or preclude opportunities for medical students to undertake patient care duties under the appropriate supervision of the medical education program's faculty and residents.

a. For each clinical teaching site at which students complete the inpatient portions of one or more required core clerkship rotations*, insert a copy of the current affiliation agreement with the medical school in the Appendix (red binder).

**Does not include clinical electives, subspecialty, or widely dispersed, purely ambulatory clerkship rotations (e.g., at individual preceptors' offices).*

Affiliation agreements for University Medical Center, El Paso Psychiatric Center, William Beaumont Army Medical Center and University Behavioral Health are attached in Section V, Appendix 6 a, b, c, d and e. In reference to the new Children's Hospital the affiliation agreement will specifically address and grant the school the required assurances.

b. For each inpatient clinical teaching site in (a) above, check if there is a signed affiliation agreement and if the agreement specifies the listed elements:

Clinical Teaching Site	Signed Affiliation Agreement	Guarantees Student/Faculty Access to Resources	Statement of the Primacy of the Medical Education Program	Role of Medical Education Program in Faculty Appointment/Assignment	Specification of Responsibility for Treatment/Follow-up of Student Occupational Exposure
University Medical Center	✓	✓	✓	✓	✓
El Paso Psychiatric Center	✓	✓	✓	✓	✓
William A. Beaumont Army Medical Center	✓	✓	✓	✓	✓
El Paso Children's Hospital	✓	✓	✓	✓	✓
University Behavioral Health	✓	✓	✓	✓	✓

c. If not explicitly defined in the affiliation agreements, describe the mechanisms in place (whether formal or informal) at each site to ensure the medical school's authority to conduct educational activities for its students.

At University Medical Center, PLFSOM department heads also serve as clinical service chiefs. The affiliation agreement grants assurance to the medical school of student and faculty access to appropriate resources, the primacy of the medical school over academic affairs and evaluation of students, the role of the medical school in faculty appointments, and specifies responsibility for treatment and follow-up if students are exposed to infectious agents or other hazards.

At El Paso Psychiatric Center PLFSOM department heads do not serve as clinical service chiefs. However, the affiliation agreement does explicitly acknowledge student and faculty access to educational resources and the primacy of faculty responsibility in supervising and evaluating students.

At William Beaumont Army Medical Center PLFSOM department heads do not serve as clinical service chiefs.

All extant affiliation agreements are being amended to better specify the PLFSOM expectations regarding the learning environment and the "Compact between teachers and learners."

ER-11. An institution that provides a medical education program must provide ready access to well-maintained library facilities sufficient in size, breadth of holdings, and technology to support its educational and other missions.

Students, faculty, and others associated with an institution that provides a medical education program should have physical or electronic access to the current and prior volumes of leading biomedical, clinical, and other relevant periodicals, self-instructional materials, and any other information resources required to support the institution's missions, including the educational program.

a. Provide the name and year of appointment for the director of the principal library for the medical school and the title of the person to whom the library director reports. Note any other schools or programs served by the library.

Rebecca Ruddock has been the Associate Director of the TTUHSC Delia Montes-Gallo Library of the Health Sciences in El Paso since 2004. In the fall of 2011, Rebecca Ruddock resigned as the Associate Director. Her replacement, Andrea Cancellare assumed the duties of Associate Director February 13, 2012. Among her duties will be as liaison to the Dean of Paul L. Foster School of Medicine and the Dean of the Gayle Greve Hunt School of Nursing. For issues related to the Central Library, and its support systems, she reports to Richard C. Wood, who is the Executive Director of Libraries for TTUHSC in Lubbock. With the establishment of the Paul L. Foster School of Medicine, library support for the El Paso campus has changed somewhat to meet the specific needs of the School of Medicine. The library on the El Paso campus has historically been in place to support the clerkship years of the medical school curriculum, and the needs of approximately 205 residents in some 9 residency programs, plus a transitional year program. Collections are now in place to support the full four-year program leading to the M.D., expanded residency program needs, and the needs of basic sciences instructors and researchers.

b. Briefly summarize any campus-wide or consortium agreements that extend the library's access to information resources. Describe whether the library interacts with other university and affiliated hospital libraries and the means by which those interactions take place.

The TTUHSC Libraries of the Health Sciences are really one integrated library system that has four physical sites and serves all schools and campuses of the Health Sciences Center. The system is headquartered in Lubbock, where the largest collection is housed, and the system also maintains collections in Amarillo, El Paso, and Odessa. All budgeting, ordering, processing, accessioning, and cataloging services for the system are performed at the Lubbock campus site. The PLFSOM supports approximately \$613,291 of the operating budget for the El Paso library. For convenience, these funds are sent to the central library so there is one budget for the library.

A sophisticated interlibrary loan system enables the collections to be shared, with rapid access by borrowers from all campuses. In addition, an extensive collection of electronic holdings (including a unified online public access catalog and integrated library IT system) enables easy access from all campuses. All resources of the TTUHSC Libraries are available to TTUHSC users, regardless of their campus affiliation. Resources held at other colleges, universities, and libraries are generally available to users via Interlibrary Loan.

The library system, of which the El Paso-based Delia Montes-Gallo Library is a part, also participates actively in regional library networks for the five-state region of Texas, Arkansas, Louisiana, Oklahoma, and New Mexico known as SCAMeL (South Central Academic Medical Libraries group). The libraries of TTUHSC also enjoy the status of Resource Libraries of the National Network of Libraries of Medicine. Additionally, the four libraries bear the distinction of Research Libraries of the Association of Research Libraries. Other consortia groups to which the library system belongs include OCLC/ Amigos, the Association of Academic Health Sciences Libraries, Greater Western Alliance of Libraries, TexShare Electronic Databases, and the Texas Council of Academic Libraries. Most of these consortia grant the library system consortium price purchases for access to resources that might otherwise not be affordable.

Most of the local hospitals no longer provide extended library services to their staffs, so they contract with the El Paso library to provide information services (literature search requests, interlibrary loan requests, reference services, etc.) to their staffs. Site visits and orientations are conducted on an “as needed” basis.

c. Complete the following table, as appropriate, for the library:

Total user seating	300
Number of small-group study rooms	6
Number of public workstations	32
Number of computer classrooms	1
Number of computers or workstations in computer classrooms	9

d. Complete the following table showing library collections for the current and preceding two academic years:

Holdings and circulation are reported for the TTUHSC library system as a whole. This is because each campus has, in addition to its own set of core subscriptions, a set of subscriptions that are shared electronically with the other campuses. Also, there is a unified budget for acquisitions.

	Current Academic Year 2011-12	One Year Prior 2010-11	Two Years Prior 2009-10
Total current journal subscriptions (all formats)	25,645	20,169	12,743
Total journal subscriptions (print only)	106	434	1,277
Number of book titles (all formats)	174,195	128,530	116,745
Number of book titles (print only)	86,103	85,752	83,252
Number of databases	599	566	189
Number of external documents provided to users	6,816	8723	7,107
Total collection expenditures	2,796,437	\$2,278,434	\$2,104,390

ER-12. The library services at an institution that provides a medical education program must be supervised by a professional staff that is responsive to the needs of the students, faculty, and others associated with the institution.

The library staff serving an institution that provides a medical education program should be familiar with current regional and national information resources and data systems.

a. Complete the following table describing full-time equivalent (FTE) staffing for the library:

	Library Services
Number of professional staff	4
Number of technical and paraprofessional staff	2
Number of clerical support staff	5
Number of student or hourly support staff	5

b. Describe the mechanisms used to assure the ongoing development and maintenance of the professional skills of staff members in the library.

The TTUHSC library in El Paso is staffed by librarians with Master’s of Library Science (MLS) degrees. Continuing education and professional development is strongly encouraged and supported by the Executive Director of Libraries. TTUHSC Library Administration pays Medical Library Association membership dues for all librarians. Additionally, TTUHSC Library Administration pays for the costs of registration, travel, and accommodations for one continuing education course per year for all TTUHSC librarians. The El Paso librarians are active in several professional organizations, including the Medical Library Association (MLA), the South Central Chapter of the MLA (SCC/MLA), the National Network of Libraries of Medicine South Central Region (NN/LM SCR) and the Border Regional Libraries Group (BRLA). In addition to attending regional and national meetings, librarians participate in continuing education opportunities including courses offered by the National Library of Medicine, especially those offered online.

TTUHSC librarians keep current with developments in the field of information resources through professional literature, electronic discussion lists, and collaboration with health sciences and academic librarians nationwide. The El Paso librarians are active in promoting health information resources such as PubMed, MedlinePlus, ClinicalTrials.gov, etc. at local exhibits, symposiums, health fairs and associational meetings such as the Southwest Association of Hispanic American Physicians (SWAHAP).

c. Describe the means by which the library supports medical education. How does the library interact with other education support units (e.g., the office of medical education or curriculum planning group, the information services unit)? Describe the ways in which staff members in the library are involved in curriculum planning and curriculum delivery. For example, do library services staff members teach in

any courses that are required for medical students or serve as members or ex officio members of the medical school curriculum committee or its subcommittees?

Librarians collaborate with faculty to incorporate library and information skills into the curriculum and to facilitate student learning. Workshops on the use of biomedical electronic tools and databases are regularly conducted by librarians to introduce students to the resources available through the TTUHSC Libraries. Librarians are available for one-on-one instruction and consultation for faculty and students. They also teach a Biomedical Information Management elective course to medical students. The librarians instruct five different sessions during the Faculty Development Course and teach sessions in the clerkships for Internal Medicine and Surgery. They are also heavily involved in the evidence based medicine portion of the Internal Medicine OSCE prep classes and the actual examination. In addition, TTUHSC librarians teach a three-hour graduate credit course GIHC 5319 (Seminar in Current Topics of Information Sciences). This semester-long course emphasizes information science topics, including critical appraisal of the biomedical literature.

The Associate Director of the El Paso library communicates frequently with the Director of Student Affairs to discuss needs/concerns regarding the library and medical students. For instance, the need for expanded hours during examination weeks. Suggestion forms for resources are available at each circulation desk so faculty and students may suggest items for purchase.

The TTUHSC Libraries provide access to information resources that support and enhance the curricular, research, and patient-care information needs of TTUHSC students, faculty, and staff. The Libraries' holdings include more than 85,000 textbooks that are all available for free checkout to PLFSOM students. The libraries have nearly 48,437 electronic books and close to 25,645 electronic journals. The library system collectively serves as a Resource Library for the National Network of Libraries of Medicine and has held Association of Research Libraries' status since 1998 (an honor accorded to less than 10% of academic health sciences libraries nationwide).

The El Paso Library committee meets every other month to discuss library-related matters. The committee is composed of faculty representing the schools on the El Paso campus. Currently, those are the PLFSOM and the School of Nursing. Students and residents also have representation on the committee.

The associate director of the library is an ex-officio member of the Curriculum and Educational Policy Committee and is expected to provide input to the committee, the senior associate dean for medical education, and the dean about applying information technology modalities in the curriculum and planning for future needs and acquisitions.

d. Describe the means by which the library:

i. Addresses institutional faculty and student needs for quiet and collaborative group and individual study.

ii. Provides public access workstations and printing.

There is sufficient individual and small group collaborative study space between the two sites of the Delia-Montes Gallo Library of the Health Sciences at El Paso. There are seven enclosed group study rooms, in addition to the 12 small group rooms referred to elsewhere in the data base, several tables used for small study groups and thirty two individual study carrels. The AEC library location is expected to install forty eight additional study carrels and table sitting in July-August, 2012. Additional seating is provided for reading. The library will be able to accommodate up to three hundred students. Usage is

quite heavy throughout most hours of operation. Between the two sites, thirty-two computers are available for faculty, resident and student use during library hours. Faculty, staff, and students are able to securely connect to the TTUHSC Libraries network from personal laptops within the library. With the use of their erasable and the library's internal print server (PaperCut), faculty, students and staff may print to the library's printers from their laptops or the library's desktop computers. All study desks and group study rooms have hardwiring for computer hook-up. Additionally, the entire facility has wireless access.

e. List the hours during which the library building and the public access computers are available to faculty members, residents, and students during the academic year.

The Delia-Montes Gallo Library of the Health Sciences at El Paso is open a total of 100.5 hours per week between the two physical sites. Scheduled hours are: (AEC) Monday through Friday 7:30 a.m.–10:00 p.m.; Saturday 10:00 a.m.–10:00 p.m.; Sunday 1:00 p.m.–10:00 p.m. (MEB) Monday through Friday 7:30 a.m.–11:00 p.m.; Saturday 10:00 a.m.-11:00 p.m.; Sunday 1:00 p.m.-11:00 p.m. Access to the Library's online databases, electronic journals, and electronic books is available twenty-four hours a day, seven days a week. Library computers are available during library hours only. Hours are extended as needed during examination weeks. All students are provided a laptop computer at matriculation.

f. Describe the methods used to provide faculty members, residents, and students with access to library and information resources from off-campus sites.

TTUHSC faculty and staff are able to access research materials 24 hours every day through the TTUHSC Libraries webpage. The online library catalog may be searched from any Internet access computer anywhere without the need of a password. ID and password authentication is used to provide off-campus/remote access to subscription-based electronic databases, electronic journals, and electronic books. Materials can be requested around the clock daily through an electronic interlibrary loan form on the TTUHSC Libraries webpage. Requests for interlibrary loans are dealt with in an expeditious manner.

ER-13. An institution that provides a medical education program must provide access to well-maintained information technology resources sufficient in scope and expertise to support its educational and other missions.

a. Provide the name and year of appointment for the director of the information technology (IT) services unit and the title of the individual to whom the director reports. List any other schools or programs serviced by the director's unit.

Mr. Jerry Rodriguez is the Assistant Vice President for Information Technology at the Texas Tech University Health Sciences Center El Paso campus. Mr. Rodriguez reports to Dr. J. Manuel de la Rosa, who is the Founding Dean of the Paul L. Foster School of Medicine Vice President of Health Affairs at the Texas Tech University Health Sciences Center El Paso Campus. Mr. Rodriguez has been Assistant Vice President for Information Technology since September 2010 and has been Director of Information Technology since 1997. Mr. Rodriguez and the Information Technology department support all programs and schools within the Texas Tech University Health Sciences Center El Paso campus to include the Paul L. Foster School of Medicine and the Gayle G. Hunt School of Nursing.

b. Briefly summarize any campus-wide or consortium agreements that extend the IT service unit's access to information resources (e.g., university data network, Internet-2 connection). Describe whether the IT services unit interacts with university and affiliated hospital information networks and the means by which those interactions take place.

The Texas Tech University Health Sciences Center El Paso campus has an agreement with the LEARN system which is a 10gb Internet-2 connection. This capability provides network connectivity to other Universities which utilize LEARN. Currently, our affiliated hospital (University Medical Center) is also moving to participate in the LEARN system. Our Texas Tech University Health Sciences Center El Paso IT department does have computer desktop systems in our affiliated hospital which are utilized by Texas Tech University Health Sciences Center physicians and physician residents. This is possible by extending our network connectivity to the hospital.

c. Concisely describe any improvements in facilities and equipment since the last full accreditation survey that address the changing physical and virtual learning environments for medical students and faculty members. Describe, for example, the availability of telecommunications technology that links to clinical sites or regional instructional sites/campuses.

The IT department has upgraded the Wide Area Network core switches to provide the Texas Tech University Health Sciences Center El Paso campus with its own Wide Area Network. The IT department will be installing its own Video Conferencing System separate from the Texas Tech University Health Sciences Center Lubbock's Video Conferencing System. This allows the Texas Tech University Health Sciences Center El Paso IT department the ability to video conference to other clinical sites and regional instructional sites.

d. Note if there is a wireless network on campus and whether wireless capability is available in the library, in classrooms, and in student study areas.

Academic Year 2011-2012

Yes, there is a wireless system in place to support the library, classrooms and in the student study areas.

e. Note if the capability exists for medical students, residents, and faculty to access educational resources (e.g., curriculum materials, library resources) from off-campus sites.

Yes, there is remote access capability to the Texas Tech University Health Sciences Center El Paso network thru a Virtual Private Network (VPN).

ER-14. The information technology staff serving an institution that provides a medical education program must be responsive to the needs of the medical students, faculty, and others associated with the institution.

The information services staff should facilitate the timely access of medical students, faculty, and others associated with the institution at each instructional site to information resources required by the curriculum and other missions of the institution and have sufficient expertise to facilitate their use.

a. Complete the following table describing full-time equivalent (FTE) staffing of the information technology (IT) services unit:

	Information Technology Services
Number of professional staff	8
Number of technical and paraprofessional staff	27
Number of clerical support staff	2
Number of student or hourly support staff	20

b. Describe the mechanisms used to assure the ongoing development and maintenance of the professional skills of information technology services staff members.

The Texas Tech University Health Sciences Center El Paso Information Technology Department has various means of providing on-going training to staff. These means are by Vendor on-site certification training, Web-based training and on- going local seminars.

c. Describe how the information technology and services unit supports medical education, including support for instructional development and curriculum delivery. For example, are there resources available for faculty members seeking to develop or maintain Web-based teaching materials or for faculty to learn to use technology for distance education?

The Information Technology department has offices within the Paul L. Foster School of Medicine to provide faculty and students immediate assistance if required. This assistance includes pc support, curriculum support, wireless connectivity support. The offices within the PLFSOM house three PC support technicians and three Audio Visual Technicians. The IT department also has four analysts and three programmers which directly support the Texas Tech University Health Sciences Center Paul L. Foster School of Medicine Curriculum Information System (Ilios), other automated curriculum delivery applications and any web-based teaching materials developed for the faculty and students. As previously noted, a senior member of the IT staff responsible for educational technology and support is an ex-officio member of the CEPC. This enables him to stay current on educational developments and to anticipate or recommend IT applications that would be beneficial to the educational program.

END OF SECTION V

Sec V Appendix 1 Income Expense Summ ER2G

2011-2012 INCOME/EXPENSE SUMMARY
 Clinical Departments
 December 2011

	ANNUAL			Y-T-D			Y-T-D			Y-T-D			Y-T-D			OVER (UNDER) SPENT	Deficit Month	NET CHANGE FUND BAL Y-T-D	BANNER FUND BAL 9/1/11	ENDING FUND BAL 1/1/11
	BUDGETED INCOME(a)	MONTHLY BUDGET	ACTUAL TRANS IN	% CHANGE OVER BUDGET	OVER (UNDER) REALIZED	BUDGETED EXPENSE	MONTHLY BUDGET	ACTUAL TRANS OUT	% CHANGE OVER BUDGET	OVER (UNDER) SPENT	ACTUAL EXPENSE	% CHANGE OVER BUDGET	OVER (UNDER) SPENT							
Anesthesia	11,403,713	3,801,238	64,973	4.24%	161,211	11,403,713	3,801,238	614,442	-18.65%	2,480,555	-18.65%	(709,241)	Sept	870,452	5,549,615	6,419,067				
Community Clinics	469,660	156,533	7,763	-18.75%	(7,483)	469,660	28,882	67,246	-38.11%	(60,449)	-17.22%	(148,169)	Sept	31,095	636,829	657,924				
Emergency Med Patient Rev	2,580,683	860,221	7,763	-0.87%	(7,483)	2,580,683	860,221	424,429	287,524	-11.22%	(148,169)	Sept	140,675	729,255	869,935					
Emergency Medicine	6,001,600	2,000,533	390,190	19.47%	389,528	6,001,600	430,897	1,794,566	9.24%	184,528	162,682	184,528	Sept	204,608	104,691	309,289				
Family Medicine	2,761,717	920,572	592,437	71.98%	662,590	2,761,717	231,877	830,958	17.60%	162,682	109,696	162,682	Sept	500,528	202,821	703,349				
Internal Medicine	15,845,575	5,281,858	368,746	5.15%	272,173	15,845,575	1,065,861	4,325,693	2.08%	109,696	126,286	109,696	Sept	162,477	596,033	748,480				
Neuro ICU Anest ELP	1,064,076	354,692		-100.00%	(354,692)	1,064,076	0	0	-54.40%	(126,286)	-11.11%	(228,666)	Sept	(126,286)	470,027	343,741				
Neurology	1,337,215	445,738	35,000	19.77%	88,121	1,337,215	76,144	311,140	-11.11%	(58,454)	-11.11%	(58,454)	Sept	146,576	639,360	785,935				
Neurosurgery	1,262,019	420,673	32,183	-83.83%	(352,671)	1,262,019	65,697	310,872	-77.00%	(323,540)	-77.00%	(323,540)	Sept	(28,167)	894,534	825,787				
Ob Gyn	8,619,486	2,873,162	17,114	4.72%	136,728	8,619,486	435,007	2,465,701	7.92%	227,546	18,466%	227,546	Sept	(91,819)	1,264,442	1,172,623				
Ophthalmology	518,148	172,716		29.05%	50,170	518,148	43,328	161,271	18.46%	31,883	18.46%	31,883	Sept	16,287	112,061	131,087				
Ohio	5,410,210	1,803,403	317	0.03%	570	5,410,210	376,104	1,141,427	-15.85%	(285,871)	-15.85%	(285,871)	Sept	286,441	675,564	962,005				
Pain Center ELP	765,287	253,096				765,287	4,421	246,122	-11.78%	(4,533)		(4,533)	Sept	(109,502)	700,390	591,228				
Pulbiology	1,637,458	545,819	704	-1.81%	(9,805)	1,637,458	80,994	407,731	-10.46%	(57,093)		(57,093)	Sept	47,239	2,170,625	2,226,054				
Psdi	13,896,812	4,602,271	(498,583)	-17.52%	(606,479)	13,896,812	95,679	3,568,366	-20.36%	(937,289)		(937,289)	Sept	130,747	1,490,374	1,621,121				
Psychiatry	1,826,953	608,984	342,470	52.44%	319,344	1,826,953	268,014	416,274	12.37%	75,303		75,303	Sept	244,041	2,048,680	2,292,721				
Radiology	5,866,880	1,955,627	1,547	0.13%	2,481	5,866,880	323,183	1,596,798	-6.33%	(123,807)		(123,807)	Sept	126,489	44,995	171,183				
Surgery	8,151,541	2,717,180	698	10.76%	292,503	8,151,541	639,687	1,698,609	-10.27%	(276,989)		(276,989)	Sept	571,488	3,178,264	3,749,752				
UBCC	380,965	126,988		-2.90%	(3,179)	380,965	38,631	76,319	-9.48%	(12,039)		(12,039)	Sept	8,659	14,287	23,226				
GRAND TOTALS	89,709,978	29,903,326	1,295,575		696,634	89,709,978	5,553,057	22,113,587		(2,435,627)		(2,435,627)		3,133,316	21,481,176	24,614,492				

Create Date: 1/13/2011
 (a) NOTE: Budgeted Income Includes Transfers In and Request of Fund Balance

Texas Tech University Health Sciences Center
Statement of Changes in Fund Balances

*FY: 2012 Period: 04

Div: School of Medicine - Paul L Foster Campus: All Dept: All

School of Medicine - Paul L Foster

El Paso

Anesthesiology Elp

Link	Type	Fund	Description	Begin Balance	Revenue	Labor & Exp	Transfers	End Balance	Enc & Res	Available Bal
503000	C	503000	Anesthesiology Research End	1,011,185.35	0.00	0.00	0.00	1,011,185.35	0.00	1,011,185.35
			Principal	1,011,185.35	0.00	0.00	0.00	1,011,185.35	0.00	1,011,185.35
	E	243001	Anesthesiology Research End Earn	451,130.36	12,775.92	34,274.00	0.00	429,632.28	49,692.32	379,939.96
			Earnings	451,130.36	12,775.92	34,274.00	0.00	429,632.28	49,692.32	379,939.96
			Anesthesiology Research Corpus	1,462,315.71	12,775.92	34,274.00	0.00	1,440,817.63	49,692.32	1,391,125.31
503001	C	503001	Anesthesiology End Ed Grant	1,011,237.16	0.00	0.00	0.00	1,011,237.16	0.00	1,011,237.16
			Principal	1,011,237.16	0.00	0.00	0.00	1,011,237.16	0.00	1,011,237.16
	E	243000	Anesthesiology End Educational Earn	291,630.52	12,287.75	25,346.70	0.00	278,571.57	2,325.22	276,246.35
			Earnings	291,630.52	12,287.75	25,346.70	0.00	278,571.57	2,325.22	276,246.35
			Anesthesiology Ed Grant Corpus	1,302,867.68	12,287.75	25,346.70	0.00	1,289,808.73	2,325.22	1,287,483.51
			Anesthesiology Elp	2,765,183.39	25,063.67	59,620.70	0.00	2,730,626.36	52,017.54	2,678,608.82

School of Medicine - Paul L Foster

El Paso

Emergency Medicine Elp

Link	Type	Fund	Description	Begin Balance	Revenue	Labor & Exp	Transfers	End Balance	Enc & Res	Available Bal
503002	C	503002	Bertram A Glass Chair Emergency Med	223,672.95	2,486.38	0.00	0.00	226,159.33	0.00	226,159.33
			Principal	223,672.95	2,486.38	0.00	0.00	226,159.33	0.00	226,159.33
			Bertram A Glass Corpus	223,672.95	2,486.38	0.00	0.00	226,159.33	0.00	226,159.33
			Emergency Medicine Elp	223,672.95	2,486.38	0.00	0.00	226,159.33	0.00	226,159.33

School of Medicine - Paul L Foster

El Paso

Family Medicine Elp

Link	Type	Fund	Description	Begin Balance	Revenue	Labor & Exp	Transfers	End Balance	Enc & Res	Available Bal
503003	C	503003	Elp Fam Med End	24,340.13	235.01	0.00	0.00	24,575.14	0.00	24,575.14
			Principal	24,340.13	235.01	0.00	0.00	24,575.14	0.00	24,575.14
	E	243088	Elp Family Medicine Earnings	13,532.11	320.88	0.00	0.00	13,852.99	0.00	13,852.99
			Earnings	13,532.11	320.88	0.00	0.00	13,852.99	0.00	13,852.99
			Elp Fam Med Corpus	37,872.24	555.89	0.00	0.00	38,428.13	0.00	38,428.13
			Family Medicine Elp	37,872.24	555.89	0.00	0.00	38,428.13	0.00	38,428.13

School of Medicine - Paul L Foster

El Paso

Ob Gyn Elp

Link	Type	Fund	Description	Begin Balance	Revenue	Labor & Exp	Transfers	End Balance	Enc & Res	Available Bal
503004	C	503004	H Robert Misenhimer Endowed Chair	1,630,638.43	0.00	0.00	0.00	1,630,638.43	0.00	1,630,638.43
			Principal	1,630,638.43	0.00	0.00	0.00	1,630,638.43	0.00	1,630,638.43
	E	243029	H Robert Misenhimer End Chair Earn	72,419.54	18,524.26	0.00	0.00	90,943.80	0.00	90,943.80
			Earnings	72,419.54	18,524.26	0.00	0.00	90,943.80	0.00	90,943.80
			H Robert Misenhimer Ch/Ob/Gyn Elp Corpus	1,703,057.97	18,524.26	0.00	0.00	1,721,582.23	0.00	1,721,582.23
503005	C	503005	Professorship/Population Hlth Rsrch	973,336.19	0.00	0.00	0.00	973,336.19	0.00	973,336.19
			Principal	973,336.19	0.00	0.00	0.00	973,336.19	0.00	973,336.19
	E	243030	Professorship/Pop Hlth Rsrch Earn	73,228.20	11,058.91	0.00	0.00	84,287.11	0.00	84,287.11
			Earnings	73,228.20	11,058.91	0.00	0.00	84,287.11	0.00	84,287.11
			Professorship in Ob/Gyn Elp 1 Corpus	1,046,564.39	11,058.91	0.00	0.00	1,057,623.30	0.00	1,057,623.30
503006	C	503006	Professorship/Reproductive Physiolo	973,335.98	0.00	0.00	0.00	973,335.98	0.00	973,335.98
			Principal	973,335.98	0.00	0.00	0.00	973,335.98	0.00	973,335.98
	E	243031	Professorship/Reprod Phys Earn	73,228.77	11,058.91	0.00	0.00	84,287.68	0.00	84,287.68
			Earnings	73,228.77	11,058.91	0.00	0.00	84,287.68	0.00	84,287.68
			Professorship in Ob/Gyn Elp 2 Corpus	1,046,564.75	11,058.91	0.00	0.00	1,057,623.66	0.00	1,057,623.66
503007	E	243032	Lectureships and Conferences Earn	71,025.41	11,443.23	1,007.81	0.00	81,460.83	0.00	81,460.83
			Earnings	71,025.41	11,443.23	1,007.81	0.00	81,460.83	0.00	81,460.83
			Professor/Reprod Endocrinology Elp Earnings	71,025.41	11,443.23	1,007.81	0.00	81,460.83	0.00	81,460.83
503008	C	503008	Joseph Sakakini Ch/Matrn/Fetal Med	1,625,231.91	0.00	0.00	0.00	1,625,231.91	0.00	1,625,231.91
			Principal	1,625,231.91	0.00	0.00	0.00	1,625,231.91	0.00	1,625,231.91
	E	243027	Joseph Sakakini Ch/Mat/Fet Med Earn	75,281.83	18,512.74	0.00	0.00	93,794.57	0.00	93,794.57
			Earnings	75,281.83	18,512.74	0.00	0.00	93,794.57	0.00	93,794.57
			Joseph Sakakini Ch/Ob/Gyn Elp Corpus	1,700,513.74	18,512.74	0.00	0.00	1,719,026.48	0.00	1,719,026.48
503014	C	503014	Dept of Ob/Gyn Endowment	842,448.47	0.00	0.00	0.00	842,448.47	0.00	842,448.47
			Principal	842,448.47	0.00	0.00	0.00	842,448.47	0.00	842,448.47

**Paul L. Foster School of Medicine
MPIP Charges, Collections, and Adjustments
Comparison By Fiscal Year 2007,2008,2009,2010,2011,2012**

EI Paso Charges	FY 07	%	FY 08	%	FY 09	%	FY 10	%	FY 11	%	FY 12	%
September	\$8,394,847	7.81%	8,285,001	7.45%	9,111,171	7.45%	10,568,696	7.89%	11,148,535	7.83%	11,516,671	8.17%
October	8,851,017	8.24%	9,841,913	8.85%	10,411,795	8.51%	11,246,822	8.39%	11,210,229	7.88%	11,459,944	8.13%
November	7,673,252	7.14%	8,255,812	7.42%	9,154,390	7.48%	9,826,615	7.33%	11,391,344	8.00%	10,518,412	7.46%
December	8,550,393	7.96%	7,740,253	6.96%	8,976,320	7.34%	9,359,178	6.98%	10,703,899	7.52%	9,859,642	6.98%
January	9,154,341	8.52%	8,591,967	7.73%	10,150,609	8.30%	10,768,747	8.04%	11,501,804	8.08%	11,606,260	8.23%
February	9,192,817	8.56%	9,011,066	8.10%	9,897,130	8.09%	11,066,810	8.26%	10,726,742	7.54%		0.00%
March	8,586,353	7.99%	9,013,204	8.10%	10,299,706	8.42%	11,690,432	8.72%	12,790,771	8.99%		0.00%
April	9,066,370	8.44%	10,362,419	9.32%	11,329,539	9.26%	11,313,023	8.44%	12,050,829	8.47%		0.00%
May	9,631,276	8.96%	10,214,473	9.18%	9,967,322	8.15%	11,415,433	8.52%	12,357,203	8.68%		0.00%
June	9,245,881	8.61%	9,962,948	8.96%	11,625,760	9.50%	10,731,188	8.01%	12,452,117	8.75%		0.00%
July	8,648,548	8.05%	10,434,139	9.38%	10,441,129	8.53%	13,097,989	9.77%	11,655,555	8.19%		0.00%
August	10,445,234	9.72%	9,502,546	8.54%	10,986,651	8.98%	12,912,712	9.64%	14,362,003	10.09%		0.00%
Y T D	\$107,440,329	100.00%	\$111,215,741	100.00%	\$122,351,522	100.00%	\$133,997,645	100.00%	\$142,351,030	100.00%	141,022,750	38.97%
Increase from Prior Year	-0.99%		3.51%		10.01%		9.52%		6.23%		-0.93%	
YTD Increase											-1.78%	

EI Paso Collections	FY 07	%	FY 08	%	FY 09	%	FY 10	%	FY 11	%	FY 12	%
September	\$2,666,022	7.85%	2,944,860	7.90%	3,394,673	8.06%	4,085,626	9.42%	3,688,464	7.81%	4,025,313	8.50%
October	2,811,319	8.27%	3,385,157	9.08%	3,244,946	7.71%	3,344,477	7.71%	3,468,902	7.35%	3,657,477	7.73%
November	2,636,056	7.76%	2,929,839	7.86%	2,973,276	7.06%	3,480,364	8.02%	3,903,850	8.27%	3,564,726	7.53%
December	2,640,091	7.77%	2,872,353	7.70%	4,201,544	9.98%	3,366,497	7.76%	3,899,717	7.84%	4,136,498	8.74%
January	2,947,805	8.68%	2,565,020	6.88%	3,235,907	7.69%	3,051,977	7.04%	3,538,136	7.49%	3,243,676	6.85%
February	2,725,483	8.02%	3,313,822	8.89%	3,129,874	7.44%	4,070,026	9.38%	3,497,443	7.41%		0.00%
March	3,299,432	9.71%	3,284,444	8.81%	3,858,921	9.17%	3,944,133	9.09%	4,137,100	8.76%		0.00%
April	2,821,827	8.31%	3,287,927	8.82%	3,759,944	8.93%	3,689,121	8.50%	3,903,020	8.27%		0.00%
May	2,674,221	7.87%	3,207,963	8.60%	3,448,568	8.19%	3,407,347	7.86%	3,901,082	8.26%		0.00%
June	3,193,156	9.40%	3,007,602	8.06%	3,874,859	9.21%	3,511,032	8.09%	5,437,155	11.51%		0.00%
July	2,642,185	7.78%	3,291,052	8.82%	3,608,954	8.57%	3,458,440	7.97%	3,791,159	8.03%		0.00%
August	2,919,524	8.59%	3,206,169	8.60%	3,363,416	7.99%	3,968,436	9.15%	4,253,272	9.01%		0.00%
Y T D	\$33,977,121	100.00%	\$37,296,208	100.00%	\$42,094,882	100.00%	\$43,377,476	100.00%	\$47,219,299	100.00%	\$47,336,950	39.35%
Increase from Prior Year	2.89%		9.77%		12.87%		3.05%		8.86%		0.25%	
YTD Increase											1.80%	

EI Paso Adjustments	FY 07	%	FY 08	%	FY 09	%	FY 10	%	FY 11	%	FY 12	%
September	\$3,630,995	6.49%	4,094,709	7.15%	5,234,576	8.36%	5,344,640	7.84%	6,177,811	8.29%	6,590,269	8.00%
October	4,825,185	8.63%	5,262,164	9.19%	5,071,668	8.10%	5,502,964	8.07%	5,891,396	7.90%	6,092,771	7.40%
November	4,643,689	8.31%	4,967,845	8.68%	5,016,203	8.01%	5,315,683	7.80%	6,483,505	8.70%	6,323,395	7.68%
December	3,894,921	6.97%	4,215,054	7.36%	4,763,005	7.61%	5,575,065	8.18%	5,161,343	6.92%	6,618,016	8.04%
January	3,610,485	6.46%	3,808,860	6.65%	4,562,002	7.29%	4,255,934	6.24%	5,095,601	6.84%	5,989,223	7.27%
February	5,761,225	10.31%	4,175,215	7.29%	5,173,722	8.27%	5,462,721	8.01%	6,422,131	8.61%		0.00%
March	4,424,382	7.91%	4,765,752	8.32%	5,352,370	8.55%	6,222,351	9.13%	6,625,901	8.89%		0.00%
April	5,089,831	9.10%	4,791,655	8.37%	5,173,902	8.27%	5,633,920	8.26%	7,003,451	9.39%		0.00%
May	5,177,361	9.26%	4,856,679	8.48%	5,320,995	8.50%	5,724,238	8.40%	6,644,462	8.91%		0.00%
June	4,613,980	8.25%	5,422,551	9.47%	5,981,976	9.56%	5,739,763	8.42%	5,479,435	7.35%		0.00%
July	4,865,293	8.70%	5,317,091	9.29%	6,123,674	9.78%	5,617,587	8.24%	5,824,771	7.81%		0.00%
August	5,369,159	9.60%	5,577,141	9.74%	4,814,844	7.69%	7,788,182	11.42%	7,738,819	10.38%		0.00%
Y T D	\$55,906,606	100.00%	\$57,254,716	100.00%	\$62,586,937	100.00%	\$68,183,048	100.00%	\$74,548,626	100.00%	\$82,359,746	38.38%
Increase from Prior Year	-2.85%		2.41%		9.32%		8.94%		9.34%		10.48%	
YTD Increase											9.73%	

Collection Ratio	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12
September	31.76%	35.54%	37.26%	38.66%	33.08%	34.95%
October	31.78%	34.40%	31.17%	29.74%	30.94%	31.82%
November	34.35%	35.49%	32.48%	35.42%	34.27%	33.90%
December	30.88%	37.11%	46.81%	35.97%	34.56%	41.95%
January	32.20%	29.85%	31.88%	28.34%	30.76%	27.95%
February	29.65%	36.78%	31.62%	36.78%	32.60%	#DIV/0!
March	38.43%	36.44%	37.47%	33.74%	32.34%	#DIV/0!
April	31.12%	31.73%	33.19%	32.61%	32.39%	#DIV/0!
May	27.77%	31.41%	34.60%	29.85%	31.57%	#DIV/0!
June	34.54%	30.19%	33.33%	32.72%	43.66%	#DIV/0!
July	30.55%	31.54%	34.56%	26.40%	32.53%	#DIV/0!
August	27.95%	33.74%	30.61%	30.73%	29.61%	#DIV/0!
Y T D	31.62%	33.54%	34.40%	32.37%	33.17%	33.57%

*Projected

LIAISON COMMITTEE ON MEDICAL EDUCATION

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Fiscal Year 2010-11

DEADLINE December 15, 2011

School Contact Information and Signature Sheet
School ID Code - 839

School Name Texas Tech University Health Sciences Center Paul L. Foster School of Medicine

Name of Dean J. Manuel de la Rosa, M.D. - Founding Dean

Dean's Signature



Date 2-6-2012

Principal Business Officer

Frank Stout - Associate Dean for Finance and Administration

Principal Business Officer's
Signature



Date 2-6-2012

Primary Preparer Melody Miller, Director of Accounting Services

Other Preparer(s) _____

Primary Preparer Email Address melody.miller@ttuhsc.edu

Primary Preparer Phone Number 806-743-7826

NOTE: After obtaining signatures, please fax or mail this sheet to:

Association of American Medical Colleges
Attention: Katy Brandenburg
Medical School and Faculty Studies
2450 N. Street, NW
Washington, DC 20037-1127

Phone (202) 862-6158
Email: afq@aamc.org
Fax (202) 478-9868

LIAISON COMMITTEE ON MEDICAL EDUCATION

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

DEADLINE December 15, 2011

Current Funds Revenues, Expenditures and Transfers - Data Entry Sheet

	Recorded	Not Recorded	Total	
Tuition Revenues and Expenditures				
Revenues from tuition and fees (T&F) assessed to medical students	L18 \$208,607.50	\$1,249,680.50	\$1,458,288	(U)
Revenues from T&F assessed to graduate students enrolled in medical school programs	L19		\$0	(U)
Revenues from continuing medical education programs	L20 \$62,642.95		\$62,643	(U)
Other tuition and fees revenues	L21		\$0	(U)
TOTAL TUITION AND FEES REVENUES	L23 \$271,250.45	\$1,249,680.50	\$1,520,931	(U)
Expenditures this fiscal year associated with tuition & fees recorded in medical school accounts	L25	\$1,249,680.50	\$1,249,681	(U)
Grants & Contracts Expenditures				
Direct Costs Expenditures:				
Federal Grants and Contracts for Organized Research	L32 \$3,513,430.51		\$3,513,431	(U)
Federal Grants and Contracts for Training/Instruction	L33 \$797,022.23		\$797,022	(U)
Other federal sponsored programs	L34 \$742,517.88		\$742,518	(U)
Total Direct Costs (Federal Government)	L36 \$5,052,970.62	\$0.00	\$5,052,971	(U)
State and Local Gov't Grants and Contracts	L37 \$1,833,381.75		\$1,833,382	(U)
Other Grants and Contracts Direct Expenditures	L38 \$2,497,278.81		\$2,497,279	(U)
Total Grants and Contracts Direct Expenditures	L40 \$9,383,631.18	\$0.00	\$9,383,631	(U)
Facilities & Administrative (Indirect) Costs				
F&A costs charged to federal grants & contracts for organized research	L43 \$920,833.06	\$102,314.78	\$1,023,148	(U)
F&A costs charged to federal training/instruction grants/contracts	L44 \$41,776.25	\$4,641.81	\$46,418	(U)
F&A costs charged to other federal sponsored programs	L45 \$47,353.23	\$5,261.47	\$52,615	(U)
Total Federal F&A Costs Expenditures	L47 \$1,009,962.54	\$112,218.06	\$1,122,181	(U)
F&A costs charged to State and Local Gov't Grants and Contracts	L48 \$92,877.83	\$10,319.76	\$103,198	(U)
F&A costs charged to Other Grants and Contracts	L49 \$81,311.93	\$9,034.66	\$90,347	(U)
Total F&A Costs Expenditures	L51 \$1,184,152.30	\$131,572.48	\$1,316,726	(U)
TOTAL GRANTS/CONTRACTS	L52 \$10,567,783.48	\$131,572.48	\$10,699,356	(U)
Expenditures of F&A costs allocated to the medical school	L54 \$1,184,152.30		\$1,184,152	(U)
Estimated # of full-time equivalent (FTE) faculty actively engaged in sponsored programs activities	L57			(U)
Government and Parent Support Expenditures				
Federal Appropriations (excluding grants & contracts)				
Federal Appropriations Expended for General Operations	L65		\$0	(U)
Special Federal Appropriations	L66		\$0	(U)
Total Federal Appropriations	L68 \$0.00	\$0.00	\$0	(U)
State and Parent Support (excludes grants & contracts):				
State and Parent University Funds Expended for General Operations	L71 \$6,616,681.56		\$6,616,682	(U)
Medical School's Share of Parent University's Central Support Costs	L72	\$10,723,753.75	\$10,723,754	(U)
Special State Appropriations	L73 \$32,170,365.56	\$13,951,061.07	\$46,121,427	(U)
Interstate Compacts	L74		\$0	(U)
Subtotal State and Parent Support Funds Expended	L76 \$38,787,047.12	\$24,674,814.82	\$63,461,862	(U)
Tuition and Fees Retained by State/Parent	L77	\$1,249,680.50	\$1,249,681	(U)
Facilities & Administrative (Indirect) Costs Retained by State/Parent	L78	\$131,572.48	\$131,572	(U)

LIAISON COMMITTEE ON MEDICAL EDUCATION

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

DEADLINE December 15, 2011

Current Funds Revenues, Expenditures and Transfers - Data Entry Sheet

		Recorded	Not Recorded	Total	
Parent University Mandatory Assessment	L79			\$0	(U)
Other Funds Retained by State/Parent	L80			\$0	(U)
Subtotal Funds Retained by State/Parent University	L82	\$0.00	\$1,381,252.98	\$1,381,253	(U)
Total Adjusted State and Parent Support	L84	\$38,787,047.12	\$23,293,561.84	\$62,080,609	(U)
Local Appropriations (excludes grants and contracts)					
Local Appropriations Expended for General Operations	L87			\$0	(U)
Special Local Appropriations	L88			\$0	(U)
Total Local Appropriations	L90	\$0.00	\$0.00	\$0	(U)
TOTAL EXPENDITURES AND TRANSFERS FROM GOVERNMENT AND PARENT SUPPORT FUNDS	L92	\$38,787,047.12	\$23,293,561.84	\$62,080,609	(U)

Hospital Funds Expended

University Owned Hospitals					
Payments or Fund Transfers to the Medical School for Services Purchased by University Hospitals	L118			\$0	(U)
University hospital funds transferred to practice plans in payment for purchased services	L119			\$0	(U)
Expenditures on university hospital books for services provided by medical school or practice plan(s)	L120			\$0	(U)
Housestaff stipends paid from university hospital funds	L121			\$0	(U)
University hospital investment in the clinical enterprise	L122			\$0	(U)
Strategic support of medical school programs from university hospitals	L123			\$0	(U)
Total Expenditures and transfers from University Hospital funds	L125	\$0.00	\$0.00	\$0	(U)
Veterans Affairs (VA) Hospitals					
Payments or Fund Transfers to the Medical School for Services Purchased by VA Hospitals	L128			\$0	(U)
VA hospital funds transferred to practice plans in payment for purchased services	L129			\$0	(U)
Expenditures on VA hospital books for services provided by medical school or practice plan(s)	L130			\$0	(U)
Housestaff stipends paid from VA hospital funds	L131			\$0	(U)
VA hospital investment in the clinical enterprise	L132			\$0	(U)
Strategic support of medical school programs from VA hospitals	L133			\$0	(U)
Total Expenditures and transfers from VA Hospital Funds	L135	\$0.00	\$0.00	\$0	(U)
Other Affiliated Hospitals					
Payments or Fund Transfers to the Med School for Services Purchased by Other Affiliated Hospitals	L138			\$0	(U)
Other affiliated hospital funds transferred to practice plans in payment for purchased services	L139	\$38,486,221.04		\$38,486,221	(U)
Expenditures on the books of other affiliated hospitals for services provided by medical school or practice plan(s)	L140			\$0	(U)
Housestaff stipends paid from other affiliated hospital funds	L141	\$11,343,088.76		\$11,343,089	(U)
Other affiliated hospital investment in the clinical enterprise	L142			\$0	(U)
Strategic support of medical school programs from other affiliated hospitals	L143	\$2,554.47		\$2,554	(U)
Total Expenditures/transfers from Other Affiliated Hospitals Funds	L145	\$49,831,864.27	\$0.00	\$49,831,864	(U)
TOTAL EXPENDITURES AND TRANSFERS FROM HOSPITAL FUNDS	L146	\$49,831,864.27	\$0.00	\$49,831,864	(U)

Restricted Gifts & Endowment Funds Expenditures

Restricted Gift Funds Expended	L152	\$1,181,783.46		\$1,181,783	(U)
Expenditure of Income from Restricted Endowment Funds	L153	\$83,832.60		\$83,833	(U)

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

DEADLINE December 15, 2011

Current Funds Revenues, Expenditures and Transfers - Data Entry Sheet

	Recorded	Not Recorded	Total	
TOTAL EXPENDITURES AND TRANSFERS FROM RESTRICTED GIFTS AND ENDOWMENT FUNDS L166	\$1,265,616.06	\$0.00	\$1,265,616	(U)

Unrestricted Gifts & Endowment Revenues & Expenditures

Revenues from Unrestricted Gifts	L162	\$6,015.00		\$6,015	(U)
Income (Payout) from Unrestricted Endowment Funds	L163			\$0	(U)
Total Revenues from Unrestricted Gifts and Endowments L165		\$6,015.00	\$0.00	\$6,015	(U)
Unrestricted Gift Funds Expended	L167			\$0	(U)
Expenditure of Income from Unrestricted Endowment Funds	L168			\$0	(U)
TOTAL EXPENDITURES AND TRANSFERS FROM UNRESTRICTED GIFTS AND ENDOWMENT FUNDS L170		\$0.00	\$0.00	\$0	(U)

Practice Plans (Charges, Revenues and Expenditures)

Gross Charges					
Commercial (e.g., Trigon)	L177	\$12,299,583.42		\$12,299,583	(C)
MEDICARE Fee-for-service	L178	\$19,788,518.05		\$19,788,518	(C)
MEDICARE Other/Unspecified	L179			\$0	(C)
MEDICAID (Total)	L183	\$34,695,606.05		\$34,695,606	(C)
Self Pay	L184	\$37,040,482.32		\$37,040,482	(C)
Other	L185	\$38,526,841.00		\$38,526,841	(C)
Total Gross Charges L187		\$142,351,030.84	\$0.00	\$142,351,031	(C)
Adjustments and Allowances					
Charity Care	L190	\$14,671,454.49		\$14,671,454	(C)
Bad Debt	L191	\$20,622,861.54		\$20,622,862	(C)
Medicare	L192	\$12,920,857.49		\$12,920,857	(C)
Medicaid	L193	\$21,884,076.04		\$21,884,076	(C)
All Other	L194	\$23,099,315.67		\$23,099,316	(C)
Total Adjustments and Allowances L196		\$93,198,565.23	\$0.00	\$93,198,565	(C)
Patient Care Revenues					
Commercial	L199	\$5,320,965.68		\$5,320,966	(C)
MEDICARE Fee-for-service	L200	\$6,867,660.56		\$6,867,661	(C)
MEDICARE Other/Unspecified	L201			\$0	(C)
MEDICAID (Total)	L205	\$12,811,530.01		\$12,811,530	(C)
Self-pay	L206	\$10,482,842.96		\$10,482,843	(C)
All Other Patient Care Net Revenues	L207	\$13,689,466.40		\$13,689,466	(C)
Total Patient Care Revenues L209		\$49,152,465.61	\$0.00	\$49,152,466	(C)
Revenues from affiliated hospitals (from hospital transfers reported above)	L212	\$38,486,221.04	\$0.00	\$38,486,221	(U)
Other Revenues					
Contracts (not related to affiliated hospitals)	L215	\$1,286,962.95		\$1,286,963	(C)
Other operating revenues (describe below)	L217	\$208,142.09		\$208,142	(C)
Total Other Revenues L219		\$1,495,105.04	\$0.00	\$1,495,105	(C)
Subtotal - Practice Plan Total Revenues L221		\$89,133,791.69	\$0.00	\$89,133,792	(C)
Less Hospital Revenues	L222	-\$38,486,221.04	\$0.00	-\$38,486,221	(C)
TOTAL PRACTICE PLAN NET REVENUES L223		\$50,647,570.65	\$0.00	\$50,647,571	(C)

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

DEADLINE December 15, 2011

Current Funds Revenues, Expenditures and Transfers - Data Entry Sheet

		<u>Recorded</u>	<u>Not Recorded</u>	<u>Total</u>	
Explanation for Other Practice Plan Operating Revenues					
Internal Sales & Services, Other Sales & Services					
Practice Plan Expenses					
Taxes and Transfers:					
Medical School Support (Dean's Tax)	L232	\$871,674.50		\$871,675	(C)
Other Taxes/Support (Medical School-wide)	L233	\$715,408.68		\$715,409	(C)
Department Support (to Medical School Departments)	L234			\$0	(C)
Other Taxes/Support (Parent University)	L235	\$1,695,101.05		\$1,695,101	(C)
Other Taxes/Support (University Hospital)	L236			\$0	(C)
Other Taxes/Support (Affiliated Hospitals)	L237			\$0	(C)
Compensation Expenses:					
Physician Salaries and Benefits	L240	\$38,359,304.21		\$38,359,304	(C)
All Other Compensation	L242	\$24,229,391.64		\$24,229,392	(C)
Other Practice Plan Operating Expenses					
Other Operating Expenses Not Reported Above	L246	\$20,599,101.55		\$20,599,102	(C)
Subtotal - Practice Plan Total Expenses	L247	\$84,469,981.83	\$0.00	\$84,469,982	(C)
Less Expenditures Supported by Hospital Revenues transferred to Practice Plan(s)	L248	-\$38,486,221.04	\$0.00	-\$38,486,221	(U)
TOTAL PRACTICE PLAN NET EXPENSES AND TRANSFERS	L249	\$45,983,760.59	\$0.00	\$45,983,761	(C)
Practice Plan Funds transferred to the medical school (e.g., dean's tax and dept support) <u>not</u> spent this fiscal year	L251			\$0	(C)
Other Revenues and Expenditures					
Sales and Services Revenues	L256	\$35,667.22		\$35,667	(U)
Royalty Income	L257			\$0	(U)
Interest/Investment Income	L258	\$296,402.32		\$296,402	(U)
Leases/Rental Income	L260			\$0	(U)
Other Revenues (Describe below if amount is material)	L261	\$46,869.03		\$46,869	(U)
TOTAL OTHER REVENUES	L263	\$378,938.57	\$0.00	\$378,939	(U)
OTHER EXPENDITURES and TRANSFERS	L265	\$2,710,445.86		\$2,710,446	(U)
Explanation of Other Revenues					
Permanent Health Fund Revenues, Unrestricted Revenue Contracts not in Practice Plans					
Total Revenues Reported Above	L274	\$151,756,085.60	\$24,674,814.82	\$176,430,900	(C)
Total Expenditures Reported Above	L275	\$149,146,517.38	\$24,674,814.82	\$173,821,332	(C)
Net Revenues over Expenditures Total	L276	\$2,609,568.22	\$0.00	\$2,609,568	(C)

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Schedule A

REVENUES AND EXPENDITURES SUMMARY

**Texas Tech University Health Sciences Center Paul L. Foster School of M
Fiscal Year 2010-11**

	Recorded in Medical School Accounts	Not Recorded in Medical School Accounts	Total
REVENUES:			
M.D. program tuition and fees	\$208,608	\$1,249,681	\$1,458,288
Other tuition and fees	\$62,643	\$0	\$62,643
Total Tuition and Fees	\$271,250	\$1,249,681	\$1,520,931
Federal Appropriations	\$0	\$0	\$0
Adjusted State and Parent Support	\$38,787,047	\$23,293,562	\$62,080,609
Local Appropriations	\$0	\$0	\$0
Total Government and Parent Support	\$38,787,047	\$23,293,562	\$62,080,609
Grants and Contracts Direct Costs	\$9,383,631	\$0	\$9,383,631
Facilities & Administrative Costs	\$1,184,152	\$131,572	\$1,315,725
Total Grants and Contracts	\$10,567,783	\$131,572	\$10,699,356
Hospital Purchased Services and Support	\$49,831,864	\$0	\$49,831,864
Gifts Revenues	\$1,187,798	\$0	\$1,187,798
Endowment Revenues	\$83,833	\$0	\$83,833
Practice Plans/Other Medical Service	\$50,647,571	\$0	\$50,647,571
Other Revenues	\$378,939	\$0	\$378,939
Total Revenues	\$151,756,086	\$24,674,815	\$176,430,900
Total Expenditures & Transfers	\$149,146,517	\$24,674,815	\$173,821,332
Net Revenues Over Expenditures	\$2,609,568	\$0	\$2,609,568

Percent of Total Revenues

Tuition and Fees	1%
Government & Parent Support	35%
Grants & Contracts	6%
Practice Plan	29%
Hospital Support	28%
Other	1%
Total All Fund Sources	100%

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Schedule B

Grants and Contracts Summary

**Texas Tech University Health Sciences Center Paul L. Foster School of Medicine (839)
Fiscal Year 2010-11**

	Recorded in Medical School Accounts	Not Recorded in Medical School Accounts	Total Medical School & Affiliates
Direct Costs			
Federal Grants and Contracts			
Organized Research	\$3,513,431	\$0	\$3,513,431
Training/Instruction	\$797,022	\$0	\$797,022
Other Sponsored Activities	\$742,518	\$0	\$742,518
Total Federal Grants and Contracts Direct Costs	\$5,052,971	\$0	\$5,052,971
State and Local Governments	\$1,833,382	\$0	\$1,833,382
Private/Other Grants and Contracts	\$2,497,279	\$0	\$2,497,279
TOTAL DIRECT GRANTS AND CONTRACTS	\$9,383,631	\$0	\$9,383,631
Facilities & Administrative Costs			
Federal Grants and Contracts			
Organized Research	\$920,833	\$102,315	\$1,023,148
Training/Instruction	\$41,776	\$4,642	\$46,418
Other Sponsored Activities	\$47,353	\$5,261	\$52,615
Total Federal Grants and Contracts F&A Costs	\$1,009,963	\$112,218	\$1,122,181
State and Local Governments	\$92,878	\$10,320	\$103,198
Private/Other Grants and Contracts	\$81,312	\$9,035	\$90,347
TOTAL F&A (INDIRECT) COSTS	\$1,184,152	\$131,572	\$1,315,725
TOTAL GRANTS AND CONTRACTS	\$10,567,783	\$131,572	\$10,699,356

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Schedule C

Practice Plans and Other Medical Services

Texas Tech University Health Sciences Center Paul L. Foster School of Medicine (839)

Fiscal Year 2010-11

Patient Care - Gross Charges

Commercial	\$12,299,583
Medicare	\$19,788,518
Medicaid	\$34,695,606
Self-pay	\$37,040,482
Other	\$38,526,841

TOTAL GROSS CHARGES **\$142,351,031**

Adjustments & Allowances

Charity Care	\$14,671,454
Bad Debt	\$20,622,862
Medicare	\$12,920,857
Medicaid	\$21,884,076
All Other	\$23,099,316

TOTAL NET ADJUSTMENTS & ALLOWANCES **\$93,198,565**

Revenues

Patient Care Revenues

Commercial	\$5,320,966
Medicare	
Medicare Fee-for-Service	\$6,867,661
Medicare Other	\$0
Medicaid	\$12,811,530
Self-pay	\$10,462,843
Other	\$13,689,466

Total Patient Care Revenues **\$49,152,466**

Subtotal Practice Plan Revenues

\$89,133,792

Less Hospital Revenues Transferred to Practice Plan **-\$38,486,221**

TOTAL PRACTICE PLAN NET REVENUES * **\$50,647,571**

Other Revenues

Contracts (non-hospital) \$1,286,963

Other Operating Revenues **\$208,142**

Revenues from Hospitals **\$1,495,105**

\$38,486,221

Expenses

Taxes and Transfers

Medical School Support (Dean's Tax)	\$871,675
Other Med School Taxes/Support	\$715,409
Departmental Support	\$0
Taxes/Support (Parent University)	\$1,695,101
Taxes/Support (Univ Hosp)	\$0
Taxes/Support (Affiliated Hosp)	\$0

\$3,282,184

Compensation

Physician Salary & Benefits	\$36,359,304
Other Compensation	\$24,229,392

\$60,588,696

Other Operating Expenses

\$20,599,102

Subtotal Practice Plan Expenditures & Transfers **\$84,469,982**

Less Expenditures Supported by Hospital Revenues **-\$38,486,221**

TOTAL PRACTICE PLAN NET EXPENSES * **\$45,983,761**

NET REVENUE OVER EXPENSES **\$4,663,810**

* Excludes \$38,486,221 of revenues and associated expenditures from affiliated hospitals



LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Schedule D

Hospital Services and Support

**Texas Tech University Health Sciences Center Paul L. Foster School of Medicine (83)
Fiscal Year 2010-11**

	Recorded	Not Recorded	Total
University Hospitals			
Purchased Services			
Payments to medical school	\$0		\$0
Payments to faculty practice plan	\$0	\$0	\$0
Direct payments by university hospitals		\$0	\$0
Total Purchased Services	\$0	\$0	\$0
Housestaff Stipends	\$0	\$0	\$0
Hospital Investments in the Clinical Enterprise	\$0	\$0	\$0
Strategic Support for Medical School Programs	\$0	\$0	\$0
Total University Hospitals	\$0	\$0	\$0
Veterans Admin Hospitals			
Purchased Services			
Payments to medical school	\$0		\$0
Payments to faculty practice plan	\$0	\$0	\$0
Direct payments by VA hospitals		\$0	\$0
Total Purchased Services	\$0	\$0	\$0
Resident and Fellow Stipends	\$0	\$0	\$0
Hospital Investments in the Clinical Enterprise	\$0	\$0	\$0
Strategic Support for Medical School Programs	\$0	\$0	\$0
Total Veterans Admin Hospitals	\$0	\$0	\$0
Other Affiliated Hospitals			
Purchased Services			
Payments to medical school	\$0		\$0
Payments to faculty practice plan	\$38,486,221	\$0	\$38,486,221
Direct payments by other affiliated hospitals		\$0	\$0
Total Purchased Services	\$38,486,221	\$0	\$38,486,221
Resident and Fellow Stipends	\$11,343,089	\$0	\$11,343,089
Hospital Investments in the Clinical Enterprise	\$0	\$0	\$0
Strategic Support for Medical School Programs	\$2,554	\$0	\$2,554
Total Other Affiliated Hospitals	\$49,831,864	\$0	\$49,831,864
TOTAL HOSPITAL PURCHASED SERVICES AND SUPPORT	\$49,831,864	\$0	\$49,831,864
Total Strategic Support of Medical School Programs	\$2,554	\$0	\$2,554

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Schedule E

Government and Parent University Support

Texas Tech University Health Sciences Center Paul L. Foster School of Medicine (839)
Fiscal Year 2010-11

Support for General Operations of the Medical School

Federal Support	\$0	
State and Parent Support	\$6,616,682	
Local Support	\$0	\$6,616,682
Institutional support (medical school's share of parent university's central support costs)		\$10,723,754
Total Support for General Operations		\$17,340,435
Less funds generated by the medical school but retained by the parent and/or state (includes parent assessments)		-\$1,381,253
Total Adjusted Operating Support		\$15,959,182

Special Appropriations

Special Federal Appropriations	\$0	
Special State Appropriations	\$46,121,427	
Special Local Appropriations	\$0	
Total Special Appropriations and Allocations		\$46,121,427
TOTAL ADJUSTED GOVERNMENT & PARENT UNIVERSITY SUPPORT		\$62,080,609

LCME Part I-A Annual Financial Questionnaire on Medical School Financing

Revenues and Expenditures History

Texas Tech University Health Sciences Center Paul L. Foster School of Medicine (839)
Five-Year History

	FISCAL YEAR 2007	FISCAL YEAR 2008	FISCAL YEAR 2009	FISCAL YEAR 2010	FISCAL YEAR 2011	This Year vs Last Year	5-Year Annualized Growth Rate
REVENUES:							
Tuition and Fees:							
Medical Students	\$0	\$0	\$1,468,730	\$628,599	\$1,458,288	\$829,689	
Other Students	0	0	28,543	74,348	62,643	(11,705)	
Total Tuition and Fees	\$0	\$0	\$1,497,273	\$702,947	\$1,520,931	\$817,984	
Government and Parent Support:							
Federal Appropriations	\$0	\$0	\$0	\$0	\$0	\$0	
Adjusted State and Parent Support	0	0	45,988,188	51,861,976	62,080,609	10,218,633	
Local Appropriations	0	0	0	0	0	0	
Total Government and Parent Support	\$0	\$0	\$45,988,188	\$51,861,976	\$62,080,609	\$10,218,633	
Grants and Contracts:							
Federal Direct	\$0	\$0	\$1,632,046	\$3,380,511	\$5,052,971	\$1,672,460	
State & Local Direct	0	0	2,168,737	2,011,308	1,833,382	(177,926)	
Private Direct	0	0	2,989,912	2,095,437	2,497,279	401,842	
Facilities & Admin (Indirect)	0	0	700,613	971,030	1,315,725	344,694	
Total Grants and Contracts	\$0	\$0	\$7,491,308	\$8,458,286	\$10,699,356	\$2,241,070	
Practice Plans/Other Medical Services	\$0	\$0	\$77,596,873	\$78,412,767	\$50,647,571	-\$27,765,197	
Hospitals:							
University Owned	\$0	\$0	\$0	\$0	\$0	\$0	
Veterans Administration	0	0	0	0	\$0	0	
Other Affiliated Hospitals	0	0	12,370,652	17,005,233	\$49,831,864	32,826,632	
Total Hospital Revenues	\$0	\$0	\$12,370,652	\$17,005,233	\$49,831,864	\$32,826,632	
Gifts	\$0	\$0	\$1,405,076	\$759,564	\$1,187,798	\$428,235	
Endowment Income	\$0	\$0	\$2,404,642	\$825,074	\$83,833	(741,242)	
Other Revenues	\$0	\$0	\$3,113,084	\$353,220	\$378,939	25,719	
TOTAL REVENUES	\$0	\$0	\$151,867,096	\$158,379,066	\$176,430,900	\$18,051,835	
TOTAL EXPENDITURES & TRANSFERS	\$0	\$0	\$139,811,196	\$165,789,913	\$173,821,332	\$8,031,419	
NET REVENUES OVER EXPENDITURES	\$0	\$0	\$12,055,900	(\$7,410,847)	\$2,609,568	\$10,020,415	
Change	\$0	\$0	\$12,055,900	(\$19,466,747)	\$10,020,415		



LCME Part I-A Overview 2010-2011

[Return to Survey](#)

Texas Tech University Health Sciences Center Paul L. Foster School of Medicine

Welcome to the LCME Part I-A Overview Survey!

Thank you for participating in the LCME Part I-A Overview of Organizational and Financial Characteristics Survey. Information collected from the Survey may be used:

- by the LCME in conjunction with its annual review of medical school programs and financing,
- to provide benchmarking reports that assist medical schools in better understanding and improving their financial status and operations, and
- to provide reliable and valid information for advocacy and research on the financial status of U.S. medical schools.

There are 39 questions in the Survey. All questions are classified as "Unrestricted" and, in accordance with the AAMC's data release policy, responses may be released with institutional identification.

You may use the "Navigation" button at the bottom of each page to move between different sections of the survey, but your data will not be saved until you click on the "Save and Go Back," "Save and Continue," or "Save and Exit" buttons on the bottom of the page. DO NOT use the "Back" or "Forward" buttons on your browser; your entries will not be saved.

If you have questions or need assistance completing the Survey, contact Katy Brandenburg at 202-862-6158 or via email at afq@aamc.org.

Contact Information

*First Name

*Last Name

*Telephone

*Email

A - Relationship of Medical School to Parent University

*1. Which best describes your medical school's financial relationship to your parent university?

- Free Standing Institution (no parent university; has own governance and budget and financing)
- Financially Autonomous (budget and financing are not subject to parent university authorization)
- Financially Integrated with University (budget and financing are subject to parent authorization)
- Other

*2. Are medical school revenues and expenditures recorded in the parent university's accounting system?

- Yes
- No
- NA

*3. Does the medical school use the parent university's payroll system?

- Yes
- No
- NA

B - Tuition and Fees

*4. Are tuition and fees revenues reported on Line 23 of the AFQ (Total Tuition and Fees Revenues) reported net of scholarships and fellowships used to pay tuition and fees?

- Yes
- No
- NA

4a. If yes, indicate the amount by which tuition and fees revenues are discounted on the AFQ.

Amount \$

C - Grants and Contracts

*5. Who is responsible for negotiating the Facilities & Administrative (F&A) cost rate that applies to federal grants and contracts associated with the medical school?

- Parent University
- Medical School
- Other

6. What is your most current federal negotiated or provisional F&A rate for on-campus organized research?

Federal negotiated or provisional F&A rate %

7. The F&A rate reported in question 6 is a

- Provisional Rate
- Negotiated/Final Rate

8. F&A rate reported in question 6 is effective (If your rate is provisional, enter FY2012 fiscal year end date.)

through/end date / /

9. What is the basis for your F&A rate?

- Modified total direct costs
- Total direct costs
- Salaries and wages
- Other

10. Facilities and Administrative Costs from Sponsored Programs

How are the facilities and administrative costs from sponsored programs (reported on line 51 of the AFQ) distributed?

% retained by medical school	<input type="text" value="0"/>
% retained by health sciences administration	<input type="text" value="0"/>
% retained by parent/central university administration	<input type="text" value="0"/>
% retained by state	<input type="text" value="0"/>
% retained by other (specify below)	<input type="text" value="100"/>

Explanation of % retained by other

D - Government and Parent Support

*11. Does the amount reported on Line 71 of the AFQ (State and Parent University Funds Expended for General Operations) include state funds?

- Yes
- No
- Don't Know

12. If the amount reported on Line 71 of the AFQ includes state funds, provide an estimate of state funds included:

\$

*13. If the amount reported on Line 71 of the AFQ includes state funds, are these funds:

- Appropriated directly to the medical school by the State legislature
- Appropriated to the parent university; parent allocated funds to medical school
- Other (describe below)
- Not applicable - Medical school receives no state funds for general operations

Explanation for Other

*14. Who determines the allocation of state and/or parent university funds for general operations to medical school departments? (i.e., the amount reported on Line 71 of the AFQ)

- Dean/dean's office
- Parent university administration
- State legislature
- Other (specify below)
- Not applicable - medical school receives no state/parent funds for general operations

Specify who determines the allocation of state and/or parent funds to medical school departments

Note: Question 15 is optional. If you cannot provide an estimate, skip to Question 16.
15. Estimate the % of special state appropriations (line 73 of the AFQ) designated for:

Undergraduate medical education	<input type="text" value="35"/>	%
Graduate medical education	<input type="text" value="0"/>	%
Other educational activities	<input type="text" value="20"/>	%
Research activities	<input type="text" value="35"/>	%
Clinical activities	<input type="text" value="0"/>	%
Equipment	<input type="text" value="10"/>	%
Facilities	<input type="text" value="0"/>	%
Other uses (describe below)	<input type="text" value="0"/>	%
Total special state appropriations		100

Explanation of special state appropriations for other uses

E - Hospital Affiliations

16. Hospital programmatic/strategic support

List the name and type of each hospital that provided programmatic/strategic support to the medical school (i.e., amounts reported on lines 123, 133, and 143 of the AFQ).

Note: This question is optional. If information is unavailable or not applicable, skip to Section F.

	Hospital Name	Hospital Type	\$ this Report Period
1	<input type="text" value="University Medical Center"/>	<input type="text" value="Other hospital"/>	<input type="text" value="2,554.47"/>
2	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
3	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
4	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
5		<input type="text" value="(Click here to choose)"/>	

	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
6	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
7	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
8	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
9	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
10	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
11	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
12	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
13	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
14	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
15	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>
16	<input type="text"/>	<input type="text" value="(Click here to choose)"/>	<input type="text"/>

F - Gifts and Endowments

***17. Market value of endowments by type (Note: Market Value should be as of fiscal year end.)**

ENTER EITHER THE BREAKDOWNS OR THE TOTAL, BUT NOT BOTH.

Market value of quasi-endowments	\$	<input type="text" value="13,250,012"/>
Market value of term endowments	\$	<input type="text"/>
Market value of true/pure endowments	\$	<input type="text" value="43,175,193"/>
Market value of other endowments	\$	<input type="text"/>
Total Endowment Market Value (Only use if breakdowns are not available.)	\$	<input type="text"/>
Total Endowment	\$	56,425,205

18. Contributions to endowment (principal) this report period

Cash contributions to endowment principal this report period	\$	<input type="text" value="544,240"/>
Irrevocable pledges to endowment principal made this report period	\$	<input type="text"/>
Total new contributions to endowment funds	\$	544,240

19. For the Unrestricted Gift Revenue reported on Line 162 of the AFQ, indicate: (NOTE: Pledges should not be reported as revenue on the AFQ.)

Amount of irrevocable pledges incorrectly included on Line 162	\$	<input type="text" value="6,015"/>
Amount of non-irrevocable pledges incorrectly included on Line 162	\$	<input type="text"/>

20. Appraised value of gifts of real or personal property received this report period (e.g., real estate, equipment, artifacts, artwork, vehicles):

\$

G - Faculty Practice Plan

***21. Which best describes the structure of your faculty practice plan?**

Definitions are available under the heading "Faculty Practice Plan Structure." at https://www.aamc.org/data/ocd/field_definitions/.

- No Practice Plan
- Departmental Practice Model
- Federated Practice Plan
- Multi-specialty Group Practice Model
- Other (describe below)

Describe other faculty practice plan type

G - Faculty Practice Plan

If you have no practice plan, please proceed to the next page.

22. Which best describes the legal structure of your faculty practice plan?

- Multiple professional corporations
- Owned by the university or school of medicine
- For-profit corporation
- Separate not-for-profit corporation
- One professional corporation
- Other (describe below)
- Not Applicable (Medical school has no practice plan)

Describe other legal structure

23. Which best describes the primary basis of authority for your faculty practice plan?

- Medical-school based
- Hospital-based
- Health-system based
- Other (describe below)
- Not Applicable (Medical school has no practice plan)

Describe other organizational location

24. Which best describes the basis for practice plan contributions to the medical school/dean's tax?

- "Front-end" tax based on % of gross collections by practice plan
- "Front-end" tax based on % of gross collections less admin expense and physician compensation
- "Back-end" tax based on % of practice plan residual net income
- No assessment
- Other (describe below)
- Not Applicable (Medical school has no practice plan)

Describe other basis for dean's tax

H - Capital Investment

25. Expenditures this report period associated with plant operations and maintenance

- A) Total expenditures for plant operations \$
- B) Expenditures for plant operations paid by medical school funds \$

**26. Funding this report period for building construction or renovation
(report only that portion related to space owned/occupied by the medical school)**

Capital funds allocated this report period from government appropriations (federal, state, local)	\$	<input type="text"/>
Capital funds received this report period from private donations	\$	<input type="text"/>
Operating funds transferred to capital accounts (included in total expenditures on the AFQ)	\$	2,687,306
Other (describe below)	\$	<input type="text"/>
Total	\$	2,687,306

Describe other funds received for construction or renovation

H - Capital Investment

27. Is depreciation incorrectly reported as an operating expense on the AFQ? (NOTE: Depreciation should not be included as an operating expense on the AFQ.)

- Yes
- No
- Don't know

27a. Indicate the \$ amount of depreciation expense reported on the AFQ

Amount \$

27b. Indicate below which lines on the AFQ include depreciation expenses

The following questions relate to new buildings and additions to existing buildings under construction this reporting period that include space to be utilized for medical school activities. Include capital projects managed by the medical school and capital projects managed by the parent university on behalf of the medical school. Do not include capital projects related to affiliated institutions (e.g., hospitals). Do not include capital projects for renovation of existing facilities.

**28a. Number of new facilities or additions to existing facilities under construction this report period
(If your medical school had no new facilities under construction this reporting period, enter zero and skip to question 29.)**

#

28b. When projects reported in 28a are completed, how many new gross square feet will be available for medical school activities?

#

28c. Proposed functional distribution of new space reported in 28b

% education	<input type="text" value="10"/>
% research	<input type="text" value="90"/>
% patient care	<input type="text" value="0"/>
% other uses	<input type="text" value="0"/>

**28d. Total estimated completion costs of new medical school space reported in 28b.
(For new facilities not dedicated to medical school use, allocate costs based on the medical school's share of total gross square feet.)**

\$

28e. Distribution of project costs reported in 28d by fund source

% financed through debt or bond issue	<input type="text" value="0"/>
% state or local government funds	<input type="text" value="0"/>
% F&A/indirect costs recovered from sponsored programs	<input type="text" value="0"/>
% federal funds	<input type="text" value="0"/>
% gifts/private donations or endowment funds	<input type="text" value="0"/>
% hospital funds	<input type="text" value="0"/>
% practice plan funds	<input type="text" value="100"/>
% other fund sources (describe other sources below)	<input type="text" value="0"/>

28f. Describe other fund sources for facilities under construction this report period

29. Net assignable square feet (excluding leased space) added to the medical school's room inventory this report period (Note: Enter new square feet added, not the net change during the year.)

#

30. Functional distribution of new space reported in question 29:

% education	<input type="text" value="10"/>
% research	<input type="text" value="90"/>
% patient care	<input type="text" value="0"/>
% other uses	<input type="text" value="0"/>

I - Debt/Debt Service

***31. Debt service (interest and principal) paid this fiscal year from medical school operating funds and included in expenditures reported on the AFQ**

Enter zero if debt service payments are not included in expenditures reported on the AFQ.

Debt service \$

***32. Outstanding debt for which the medical school is currently responsible:**

(Exclude debt for which parent university or state are responsible. Include balance of loans, mortgages, third-party settlements, and notes payable.) Enter zero if your school has no outstanding indebtedness. (NOTE: The balance of outstanding debt is not the same thing as debt service in Question 31.)

Current outstanding debt \$

J - Medical School Financial Reporting

***33. Indicate the reporting period for revenues and expenditures reported on the AFQ**

Fiscal Year begin date / /

Fiscal Year end date / /

***34. If separate financial statements exist for the medical school, are they:**

- Audited and prepared in accordance with the Governmental Accounting Standards Board (GASB)
- Audited and prepared in accordance with the Financial Accounting Standards Board (FASB)
- Not audited, but compliant with Generally Accepted Accounting Principles (GAAP)
- No separate, GAAP-compliant financial statements exist for the medical school

***35. Does the medical school have its own bond rating separate from the parent university?**

- Yes
- No

NA - medical school does not have a parent university

***36. Most recent bond ratings for the medical school (if the medical school has its own bond ratings separate from the parent university):**

Standard & Poor's

- AAA A+ BBB+ NA - Medical school does not have an S&P bond rating
- AA+ A BBB NI - Bond rating not known
- AA A- BBB- Other S&P bond rating (explain below)
- AA-

Describe Other S&P Rating Below

Moody's Investors Service

- Aaa A1 Baa1 NA - Medical school does not have a Moody's bond rating
- Aa1 A2 Baa2 NI - Bond rating not known
- Aa2 A3 Baa3 Other Moody's bond rating (explain below)
- Aa3

Describe Other Moody's Rating Below

***37. Most recent bond ratings for the parent university:**

Standard & Poor's

- AAA A+ BBB+ None - Parent university does not have an S&P bond rating
- AA+ A BBB NI - Bond rating not known
- AA A- BBB- Other S&P bond rating (explain below)
- AA- NA - Medical school does not have a parent university

Describe Other S&P Rating Below

Moody's Investors Service

Moody's Investors Service

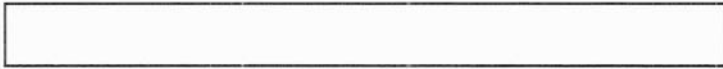
- Aaa A1 Baa1 None - Parent university does not have a Moody's bond rating
- Aa1 A2 Baa2 NI - Bond rating not known
- Aa2 A3 Baa3 Other Moody's bond rating (explain below)
- Aa3 NA - Medical school does not have a parent university

Describe Other Moody's Rating Below

K - General Comments

38. Describe below any significant organizational changes during the past year that affect your financial report

39. Comment on any unusual characteristics of your institution that affect your financial report



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**AFFILIATION AGREEMENT
BETWEEN
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
PAUL L. FOSTER SCHOOL OF MEDICINE
And
UNIVERSITY MEDICAL CENTER**

This Agreement is between Texas Tech University Health Sciences Center – El Paso, Paul L. Foster School of Medicine (PLFSOM), 4800 Alberta Drive, El Paso, Texas 79905, hereinafter referred to as “Institution” and the El Paso County Hospital District, d/b/a University Medical Center (UMC), 4815 Alameda Avenue, El Paso, Texas 79905 hereinafter referred to as “Hospital”.

RECITALS

It is the desire of both parties that medical students enrolled at the Institution be provided the benefit of educational facilities and resources at University Medical Center 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 medical 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:

TERM AND CONDITION

1.1 Initial Term of This Agreement shall be for a period of three years, beginning on the 1st day of February 2011 and ending on the 31th day of January 2014. Thereafter, this Agreement shall automatically renew on an annual basis unless terminated as noted in section 1.2.

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 medical students already enrolled in a specified program 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 medical students enrolled in the program at the time of termination, whichever shall occur first. It is understood that in the event that a medical

student continues clinical training beyond the termination of the Agreement, the medical 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 medical students 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 Faculty Instructor The Institution shall provide its own faculty instructor to oversee medical student admission, didactic instruction, scheduling, attendance, and maintenance of achievement, health records for all medical students and sufficient number of faculty instructors and resident physicians to supervise students in medical education programs. The faculty instructor shall be available via pager or telephonically while the medical students are present within the facility. The Institution shall provide sufficient faculty instructors who shall be ultimately responsible for supervision and direction of the medical students and for providing suitable clinical experiences and inpatient care situations as prescribed by the program. Faculty instructor and resident physician are responsible to monitor that the medical student notes in medical records are co-signed by resident or faculty physicians.

TTUHSC shall maintain authority and responsibility for education programs for its students which may be conducted within EPPC facilities. TTUHSC will have primary responsibility over academic affairs and the education/evaluation of students.

2.4 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 faculty instructor and resident physician. All medical students 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 medical student, resident physician and faculty instructor covered by this Agreement.

2.5 Compliance with Hospital Standards The Institution shall instruct its students 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 medical students 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. In the event the Hospital has reasonable suspicion involving a student participating in a rotation, the Hospital will immediately contact the Institution prior to taking any action under this section.

2.6 Orientation Medical students 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 JCAHO (Joint Commission on the Accreditation of Health Care Organization) requirements or provide proof of participation in an educational program offering equivalent in content (OSHA and JCAHO) that is acceptable to the Hospital. Institution shall monitor that medical students have received training on CDC standards as related to blood borne pathogens, other training as required by accrediting agencies, and training required by federal, state, and local regulatory agencies as required by Hospital policy.

2.7. Scheduling The Institution shall furnish to the Hospital's designee and annual rotation plan consisting of the names of medical students, the dates and times of service at the Hospital, and the assigned services of the medical students. Any changes in the plan will be brought to the attention of the Hospital's designee.

2.8 Health Requirements The Institution shall monitor medical students' compliance 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.

2.9 Occurrence Reporting an occurrence is any happening that is not within the normal or usual operation of the Hospital or department. The medical student, resident physician and/or the faculty instructor is to immediately notify the Hospital Department Manager, resident physician, faculty instructor or immediate supervisor in the event of an unusual occurrence. Proper documentation is to be completed by the

medical 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 medical student, faculty instructor or resident physician.

2.10 Insurance The Institution shall insure that medical students 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. The Institution shall notify the Hospital, in writing immediately of any change or termination of insurance coverage. As an institution of higher education in the State of Texas, Texas Tech University Health Sciences Center is self-insured under the TTUHSC School of Medicine Professional Medical Malpractice Self-Insurance Plan. Evidence of current malpractice coverage reflecting inclusive dates and limitations, if any, will be provided to Thomason within thirty (30) days of execution of this Agreement.

2.11 HIPAA Institution shall direct its medical students 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 medical students are not, and shall not be, considered to be employees of the Hospital.

2.12 Confidentiality The Institution shall instruct the medical students that any and all information obtained shall be treated as same and consistent with Hospital policy. Medical 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 medical students 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.

2.13 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 medical students 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 medical students.

2.14 Electronic Media The Institution shall instruct the medical students 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. Medical students who violate this policy shall be removed from the premises and the electronic devices(s) shall be subject to immediate seizure. Upon such occurrence, the medical student 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.

2.15 Background Checks The Institution shall conduct background checks on its medical students using the following criteria: 1) Social security number verification; 2) Criminal search in accordance with the "Exclusion Guidelines" 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 medical students that 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 thereafter. 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 medical students have been evaluated for clearance of the criteria listed above. The cost of the background investigation is the responsibility of Institution.

2.16 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 Exclusion Guidelines (Attachment F).

2.17 Status Institution agrees that the medical 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 medical students: 1) the training under the Program shall be similar to that which would be given in a clinical school; 2) the training shall be for the benefit of the medical students; 3) the medical students shall not displace regular Associates of the Hospital; 4) the medical 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 medical 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 medical 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 medical 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 **Experience** The Hospital shall assist Institution in providing experience to the medical students, as is reasonably possible, taking into consideration the availability of staff and material resources.

3.4 **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.

3.5 **Authorized Instruction** The Hospital shall instruct its Associates that only duly authorized persons may instruct, order, or direct Institution's medical students and that unless so authorized, such Associates shall not instruct, order or direct medical students. Associates receiving such authorization shall be instructed that the medical 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.

3.6 Emergency Medical Care The Hospital will provide emergency medical care at the medical student'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 medical student. It is expressly understood that medical students are not covered under the Hospital's worker's compensation plan or other insurance coverage normally applicable to Associates. Medical students shall be subject to the normal admissions and/or payment procedures common to all patients at the Hospital.

In the event a student has an exposure to hazardous body fluid or suffers a needle stick, the student will be seen in the UMC Occupational Health Clinic during working hours or the Emergency Department after hours. The cost of this care will be billed to the student's health insurance.

3.7 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 faculty, medical 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.

3.9 Dismissal Medical student(s) may be removed from hospital rotations at the Hospital's request in accordance with the terms and conditions of this Agreement.

MISCELLANEOUS

4.1 Non-Discrimination Policy Each medical 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.

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 here from 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 Parties Responsibilities Each party shall be responsible only for its own acts and omissions under this Agreement.

4.14 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.

4.15 Compliance The Institution represents and warrants that it shall not contract with any individual(s) or entity that is to participate in this educational program and 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 that is participating in this educational program, 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 participating in this educational program 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 42U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities 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 participating in this educational program which results in the Institution's exclusion from participating in the Federal health care program. 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 participating in this educational program.

4.16 Code of Conduct The Institution is committed to providing our students with a learning environment that is conducive to the acquisition of skills, knowledge and behaviors that will enhance development of an excellent physician. As stated in the PLFSOM Student Handbook, students are held to a code of conduct that promotes altruism, honesty, accountability and the maintenance of confidentiality. Faculty, residents and staff also are expected to display the highest ethical standards that promote duty, integrity and respect as stated in the AAMC Compact between Teachers and Learners of Medicine. The Hospital (UMC) agrees to uphold these high standards. If a student violates this code of conduct, the hospital will notify the clerkship director responsible for the student in that clinical experience. If a student notes a violation of this code of conduct by faculty, residents or staff of the respective institutions, they will report this violation to their clerkship/course director or to the Associate Dean for Student Affairs at the Institution (PLFSOM).

4.17 Recruiting The Hospital will assist the Institution in recruiting medical students for residency training who are sensitive to cultural diversity, with an immediate effort directed at Institution medical students, already on the El Paso Campus.

4.18 Research It is understood that clinical research programs based at the Hospital be encouraged in order to strengthen the academic program and will be subject to the rules, regulations, and policies of the Hospital in developing such programs. This does not mean that either party is prohibited from developing research programs of its own, nor related to the academic program of the other party. Joint research programs will not be initiated without

prior written approval of both parties. Both parties are in agreement that the emphasis for research should focus primarily, but not exclusively, on community-based medicine and those health problems prevalent in the border region.

THIS SPACE INTENTIONALLY LEFT BLANK

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

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

*Michael Ninger, CFO for
Michael Ninger*

Date: 2-1-11

**JAMES N. VALENTI
President and Chief Executive Officer**

REVIEWED FOR FORM

Conrad Craft
Legal Counsel

Date: 2/3/11

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
PAUL L. FOSTER SCHOOL OF MEDICINE**

Elmo M. Cavin
ELMO M. CAVIN
Executive Vice President

Date: 2/3/2011

REVIEWED FOR FORM

Frank Gonzales
FRANK GONZALES
Associate General Counsel

Date: 1-27-2011

ADDENDUM A

Program(s)	
COLLEGE OF:	School of Medicine
Program:	Medical Students of the Texas Tech University Health Sciences Center, Paul L. Foster School of Medicine.
Program Requirement:	Institution will assign a Clerkship Director who has ultimate responsibility for medical students assigned to his/her specialty.

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

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**

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.

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**

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.

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

- 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.

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- 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.

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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

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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

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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

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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.

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- 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

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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.

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- 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

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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.

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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

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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
Voluntary Consent to Drug/Alcohol Test

951-044-03
RET 100-032-93H

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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

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

Form 602-116-05

Serial Number, Make and Model

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ADDENDUM E

**POLICY: CP-39
EFFECTIVE DATE: 08/04
LAST REVISION DATE: 12/09**

**PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS,
FAMILY MEMBERS AND ASSOCIATES**

POLICY

It is the policy of El Paso County Hospital District (EPCHD) to protect patient privacy.

The patient has a right to personal privacy while under treatment at EPCHD. The patient or the legally authorized representative may consent or deny consent to anyone to photograph, videotape or record them under certain circumstances as documented in this policy. Consent is not required in all situations as documented in this policy. Refusal to consent when consent is required shall not affect a patient's access to services.

The use of camera phones, PDA camera phones, personal cameras and similar devices by hospital associates, medical staff, residents, students, volunteers, and others associated with the hospital must be authorized by the Compliance Officer prior to the taking of patient photos, except involving immediate telemedicine consultative needs.

Except as stated above, all approved uses of patient recordings listed in this policy will be performed with department approved recording devices.

RESPONSIBLE

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

POLICY REFERENCES

A-5 Ethics
CP- 5 Authorizations
CP-13 Designated Record Set
CP-14 Legal (Official) Health Record
CP-36 Release of Information to Members of the General Public
CP-31 Disclosures to Law Enforcement, For Specialized Government Functions and To Courts
K-27 Photography in the Operating Room
L-8 Informed Consent – Adults
CP-6 De-Identification and Re-Identification

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CP-37 Telemedicine

LEGAL REFERENCES

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.

Primeau, M. R. & Recht, C. K. (1994). Professional bereavement photographs: One
aspect of a perinatal bereavement program. Journal of Obstetric Gynecologic, and
Neonatal Nursing, 23, 22-25.

Puc, S., Haggard, C., Roe, J., Clark, D., Rithner, T., Kief, K., Nicholls, T., Nelson, G., and
Jeppson, E. Now I Lay Me Down To Sleep (2008). Publisher: Alphagraphics (US#116),
Littleton, Colorado.

DEFINITIONS

Anonymized or De-Identified Images – indiscernible images that do not contain any
PHI Identifiers.

Cell Phone Photography – includes any electronic hand held devices that may take a
photo.

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.

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Custody / Legal Custody - actually placed under restraint or taken into custody by an officer or person executing a warrant of arrest, or by an officer or person arresting without a warrant.

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

Legally Authorized Representative -- a parent or legal guardian of a minor, a legal guardian of a patient who has been judged incompetent to manage his personal affairs by a court; an agent of the patient under a durable power of attorney for health care; an attorney or guardian *ad litem* (or other person appointed by a court); a personal representative or heir of the patient, as defined by Section 3, Texas Probate Code; a person authorized to consent to medical treatment on behalf of the patient; a person exercising a power granted to the person in the person's capacity as an attorney-in-fact or agent of the patient by a statutory durable power of attorney that is signed by the patient as principal; or an attorney retained by the patient or by the patient's legally authorized representative.

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.

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PHI Identifiers – 45 CFR defines eighteen categories of PHI to include: names, all geographic subdivisions smaller than a State, except for the initial three digits of a zip code if (i) the geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people, and (ii) the initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older; telephone numbers; fax numbers; email addresses; social security numbers; medical record numbers; account numbers; health plan beneficiary numbers; certificate/license numbers; vehicle numbers and serial numbers including license plate numbers; device identifiers and serial numbers; URLs, IP addresses, biometric identifiers including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code, except as permitted to re-identify information according to CP-6 De-identification and Re-identification

Recording – refers to photographic, video, electronic or audio media of the patient that includes one of the PHI identifiers (as listed above).

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

PROCEDURE

1. Upon registration for hospital services, the patient signs the hospital district's general consent form. One section of this form allows for the recording of patients for treatment purposes (i.e. wound staging, or surgical repair before and after images), for performance improvement activities, and for education purposes involving faculty, residents, and students. These images are generally anonymized / de-identified recordings of the affected area only (the images may contain the medical record number) of patients by physicians and clinical professionals directly involved in the care of the patient.

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Form 'Conditions of Service at University Medical Center El Paso'.

2. Other recording of patients for purposes listed below include an additional written consent/authorization of the patient or legally authorized representative:
 - a. Diagnostic or Therapeutic Procedures: Written informed consent is required prior to the initiation of specified procedures as identified in policy L-8, Informed Consent – Adults. One section of this form includes the consent to the taking and publication of any photographs or videotapes during the course of the operation or subsequent follow-up procedures with the understanding that the photographs will be used only for the purpose of advancing medical education.
Form 'Disclosure and Consent for Surgical, Medical, and Diagnostic Procedures'
 - b. Insurance Company Personnel, Attorneys, etc.: a written consent must be obtained prior to the recording and approved by the physician or registered nurse who is primarily responsible for that patient's care. The individual may be required to discontinue recording if these healthcare providers determine that the recording should cease.
Form 'Consent to Photograph and/Or Interview'.
 - c. Marketing/Publicity/Media requests: Photographs and interviews of patients, patient family members or on-duty hospital personnel requested by a member of the general public, including the news media, must be coordinated and accompanied by a representative of the Public Affairs Department or designee. Written consent/authorization to use/disclose recordings for these purposes is required.
Form 'Consent to Photograph and/Or Interview'.
 - d. Newborns/Commercial Recording: Written consent/authorization of the parent must be obtained prior to the recording of newborns for commercial purposes.
Form 'Consent to Photograph and/Or Interview'.
 - e. Fetal demise or stillbirth photography: Written consent/authorization must be obtained when parents/family who request a picture of the baby for

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

ADDENDUM E

**POLICY: CP-39
EFFECTIVE DATE: 08/04
LAST REVISION DATE: 12/09**

**PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS,
FAMILY MEMBERS AND ASSOCIATES**

bereavement by a Resolved Through Sharing counselor, Now I Lay Me Down To Sleep volunteer if the person taking the photographs is a hospital Associate.

Form 'Consent to Photograph and/Or Interview'

- f. Medical Education, Knowledge, or Research – Written consent /authorization of the patient must be obtained prior to recording for professional journal publication and medical books, or any other use deemed to be fit in the interest of medical education, knowledge, or research. This may include external educational activities such as honorariums and other presentations.
Form 'Consent to Photograph and/Or Interview'.
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. Recordings that do not require written patient consent include:
- a. 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.
 - b. 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 verbal consent of the patient to record a birth or procedure, for example, this should be done only with the agreement of the physician or registered nurse who is primarily responsible for that patient's care. The individual may be required to discontinue recording if these healthcare providers determine that the recording should cease. EPCHD staff must ensure that the images will in no way include other patients or staff who have not consented to be included in the images.
 - c. Bereavement Volunteers: Written consent/authorization is NOT needed for recording done by the bereavement volunteer (not a hospital Associate) if asked and called by the family.
 - d. Law Enforcement Officials may create/disclose recordings of patients without the written consent/authorization of the patient in the following situations:

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

ADDENDUM E

**POLICY: CP-39
EFFECTIVE DATE: 08/04
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**PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS,
FAMILY MEMBERS AND ASSOCIATES**

- i. Patient in Legal Custody. Law enforcement officials may create/disclose recordings of patients who are in legal custody without the written consent/authorization of the patient.
 - ii. Patient Not in Legal Custody. Recordings may be created/disclosed if the patient agrees or 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 or 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.
 - iii. 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. Hospital Security Purposes/Physical Premises: 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 remain 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 non-consenting patient's image removed from the recording.

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**PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS,
FAMILY MEMBERS AND ASSOCIATES**

6. Telemedicine Consultations. Telecommunications via electronic images that require immediate consultative decisions by the attending practitioner are permissible and may involve cell phone photography when no alternative means is immediately available. Steps outlined in Procedure 5. will be followed regarding consent.
7. Recordings that become part of the Medical Record.
 - a. Staple photos to a sheet of paper with a patient label in the inpatient record
 - b. HIM shall receive the chart through the current discharge process.
 - c. When records are purged for imaging the photos will be black & white.
 - d. Legal cases under litigation are held in the HIM lock up area until approval from Legal that cases is settled.
 - e. It is not possible to store video tapes in the medical record.

ATTACHMENT

Summary Chart – Recording

FORMS

Conditions of Service at University Medical Center El Paso	920-005-02S 920-005-02E
Request from Law Enforcement for Release of Protected Health Information	843-019-04
Disclosure and Consent for Surgical, Medical and Diagnostic Procedure	100-101-05E 100-101-05S
Consent to Photograph and/or Interview	952-005-90

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

ADDENDUM E

**POLICY: CP-39
EFFECTIVE DATE: 08/04
LAST REVISION DATE: 12/09**

**PHOTOGRAPHING, VIDEOTAPING AND OTHER RECORDING OF PATIENTS,
FAMILY MEMBERS AND ASSOCIATES**

Senior Leadership Compliance
Committee Chairperson

Date

Chief Executive Officer

Date

Chief of Staff

Date

Review/Revision History

Senior Leadership Compliance Committee	Legal Review	MEC
01/05	07/04	8/04
04/05	04/05	02/05
11/09	11/09	12/09

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY****POLICY: H-3-2
EFFECTIVE DATE: 12/02
LAST REVISION DATE: 08/10****BACKGROUND SCREENING****POLICY**

- El Paso County Hospital District (EPCHD) 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.
- A vital component of weighing a prospective applicant's qualifications and determining their suitability for employment is by conducting a thorough investigation of their personal and professional background.
- All applicants and volunteers are required to fully disclose background information relevant to the position requirements and provide a written release authorizing EPCHD to conduct background screening for employment purposes, as well as, periodic criminal and/or sanction screening as deemed necessary by EPCHD.
- Agency/Contract personnel and their respective employer/agency are required to provide sufficient evidence to attest that thorough background screens have been conducted and personnel are eligible for assignment at EPCHD.
- EPCHD requires background screening of non-employed individuals, brought into EPCHD by a licensed independent practitioner to provide care, treatment or services within scope of EPCHD's services.
- Affiliated institutions' student clearance process will contain provisions attesting that thorough background screens have been conducted of students assigned to EPCHD.
- EPCHD reserves the right to obtain a background history report from an investigative or consumer reporting agency.
- All offers of employment and/or continued employment will be contingent upon obtaining a satisfactory background investigation report.
- The President and CEO (CEO) has authority to make exceptions to this policy, after conferring with the Legal Department and Senior Compliance Committee.

RESPONSIBLE

Board of Managers
Management Associates
Hospital Associates
Human Resources Department

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

**POLICY: H-3-2
EFFECTIVE DATE: 12/02
LAST REVISION DATE: 08/10**

BACKGROUND SCREENING

Applicants
Volunteers
Contract/Agency Personnel
Affiliated Students
Non-employed Individuals

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
H-4-2 Assessment of Qualifications and Competence of Non-Employed
Individuals Assisting in the Provision of Patient Care
EPCHD Code of Conduct

DEFINITIONS

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
- Professional disciplinary action search, as applicable

Contract/Agency personnel – includes, but not limited to, individuals employed by a staffing agency or independent contractors who have been contracted to perform an employment service for EPCHD on a temporary basis or employed to work on a special project of limited duration.

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.

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY****POLICY: H-3-2
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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.

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 transfer to another position. 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 EPCHD 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 EPCHD.
 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 and their instructors prior to assignment to the EPCHD. The institution will be required to complete an EPCHD-approved clearance form that the students and instructors have met the requirements of this policy, as stated in the affiliation agreement.
- C. Human Resources will be responsible for ensuring that contracts or service agreements with staffing/temporary agencies, or independent contractors include a provision that the contractor shall certify background investigations have been conducted on their employees and attest that they are not disqualified from placement with the District. The

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY****POLICY: H-3-2
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agency/contractor may be required to provide appropriate supporting documentation to the Human Resources Department for review and approval prior to referral or assignment of the individual(s).

- D. EPCHD reserves the right to conduct background screens of temporary, agency or contract personnel as it deems necessary to ensure a safe work environment.

E. **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.

F. **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.

- a. This method is utilized to verify factual information as listed above, including verification of military service, education, credentials, 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. EPCHD 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 record or

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DISTRICT POLICY**

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BACKGROUND SCREENING

sanctioning history when an individual applies for employment and/or at any other time EPCHD deems appropriate.

3. Investigative or Consumer Reporting Agencies/Services

EPCHD, 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. Accordingly, EPCHD may use the information contained therein for employment purposes, included but not limited to determining eligibility of employment with EPCHD. Therefore, EPCHD will abide by the provisions of the *Fair Credit Reporting Act (FCRA)* 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. EPCHD will provide a written certification to the applicable consumer reporting agency certifying that EPCHD will comply with all provisions of the FCRA.
- d. Prior to taking any adverse action based on the contents of the Consumer Report, EPCHD will provide the Associate or applicant a copy of the Consumer Report and a description of their rights as afforded under the FCRA.

E. Disqualifying Criminal Offenses

If the criminal history background investigation reveals a conviction, plea of nolo contendere 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.

1. Permanent disqualification from employment may occur due to serious violent felonies or misdemeanors involving moral turpitude, such as but not limited to the following:
 - a. Murder, homicide, manslaughter
 - b. Kidnapping, false imprisonment
 - c. Rape, sexual assault, sexual battery or any criminal sexual conduct
 - d. Indecency with a child
 - e. Abandoning, endangering or injuring a child, elderly individual or disabled adult

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BACKGROUND SCREENING

- f. Sale or purchase of a child
 - g. Agreement to abduct from custody
 - h. Assault or 2 misdemeanor assault offenses;
 - i. Battery or 2 misdemeanor battery offenses;
 - j. Aggravated assault
 - k. Aiding suicide
 - l. Arson
 - m. Aggravated robbery;
 - n. Abuse, neglect or exploitation against a child, vulnerable adult or disabled individual
 - o. Assault, battery, or criminal sexual conduct against a child, vulnerable adult, or disabled individual
 - p. Bribery;
 - q. Extortion;
 - r. Larceny;
 - s. Embezzlement;
 - t. Felony Prostitution
 - u. Pornography involving a child, vulnerable adult or disabled individual
 - v. Felony manufacture, importation, delivery or possession with intent to manufacture or deliver a controlled substance
2. Mandatory disqualification from employment for a minimum of 10 years from date of conviction, plea of nolo contendere or release from incarceration or probation whichever comes later for a felony or two misdemeanor offenses, including but not limited to the following:
- a. Robbery
 - b. Theft
 - c. Burglary and criminal trespass
 - d. Fraud or forgery
 - e. Burglary or criminal trespass
 - f. Malicious harassment or stalking
 - g. Indecent exposure
 - h. Driving under the influence of a controlled substance or alcohol
 - i. Criminal domestic violence
 - j. Any felony conviction not listed under permanent disqualification
 - k. Any misdemeanor involving manufacture, importation, or delivery (intent to sell) of controlled substances, or two misdemeanor possession offenses
3. **Other Criminal Offenses**
If the criminal history investigation reveals convictions, nolo contendere or deferred adjudications for offenses other than those listed above, EPCHD reserves the right to

BACKGROUND SCREENING

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, non-employed individuals and affiliated students will be screened against the sex offender database. EPCHD will not employ or accept for assignment any individual who 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 EPCHD policies/procedures.
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 individual has a criminal conviction of any kind, including deferred adjudication probation or plea of nolo contendere, the following factors will be taken into consideration:

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY****POLICY: H-3-2
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- a. the nature and gravity of the offense committed;
 - b. date of the offense and time passed since the conviction and/or completion of the sentence;
 - c. potential risk to the welfare of patients, visitors, Associates, physicians, residents, students, volunteers and others
 - d. number of offenses committed by the individual
 - e. accuracy of information provided on application
 - f. eligibility to be licensed or certified by the respective board/agency
 - g. 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 EPCHD sanctioning policy.
 9. If it is discovered that volunteers, contract/ agency personnel, students or non-employed 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**
1. Associates are required to notify their management Associate(s) and/or Human Resources if they are convicted of a criminal offense within 5 days of the conviction or deferred adjudication probation.
 2. Associates are required to immediately notify their management Associates and/or Human Resources if they are charged with a crime, which means being arrested, indicted, notified of the violation or summoned to appear to answer a charge.

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY****POLICY: H-3-2
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3. Volunteers, contract/agency personnel and non-employed individuals are also required to notify their respective supervisor/agency representative of any arrest, indictment, conviction, deferred adjudication, or plea of nolo contendere within five (5) business days. The respective supervisor/agency representative must notify Human Resources immediately upon learning of the information.
4. It is the responsibility of management Associates to notify Human Resources immediately upon learning of an Associate's conviction or criminal charge or arrest.
5. Human Resources will conduct an investigation of the relevant facts and circumstances and a determination will be made by management Associates in coordination with Human Resources and legal counsel as to the appropriate action to be taken.
6. Where the alleged criminal misconduct is of a serious nature whether a felony or misdemeanor and/or is an offense listed under permanent or mandatory disqualification, recommended actions may include separation, or suspension (administrative leave) 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 disqualified from the selection process 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 in writing to Human Resources within 5 business days of the date written notice of the disqualification was received.

**EL PASO COUNTY HOSPITAL
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5. It is the responsibility of the affected applicant or Associate to provide all documentation in support of an appeal to Human Resources within 10 business days of the date written notice of disqualification was received. Extensions may be granted by Human Resources 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 EPCHD'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.

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 EPCHD to determine suitability for employment or assignment at EPCHD. 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. 08/09)
Notice of Disclosure to Obtain Consumer Report or Conduct Background Investigation	951-037-02 (Rev. 07/10)
Certification to Consumer Reporting Agency	951-041-02 (Rev. 07/10)

11294-0

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

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EFFECTIVE DATE: 12/02
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BACKGROUND SCREENING

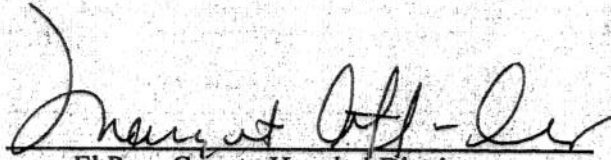
**A Summary of Your Rights Under the Fair Credit
Reporting Act**

951-038-02

**EL PASO COUNTY HOSPITAL
DISTRICT POLICY**

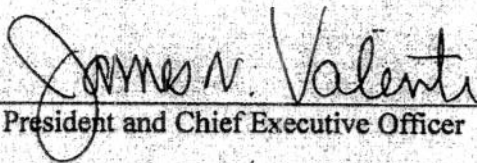
**POLICY: H-3-2
EFFECTIVE DATE: 12/02
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BACKGROUND SCREENING



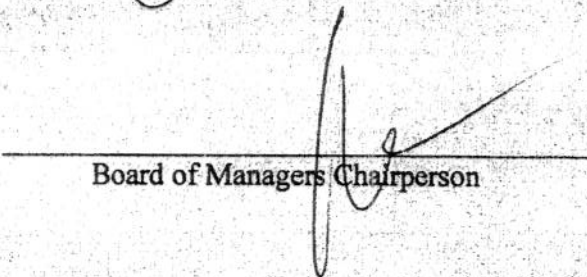
El Paso County Hospital District
Policy and Procedure Committee
Chairperson

8-17-10
Date



President and Chief Executive Officer

8-4-10
Date

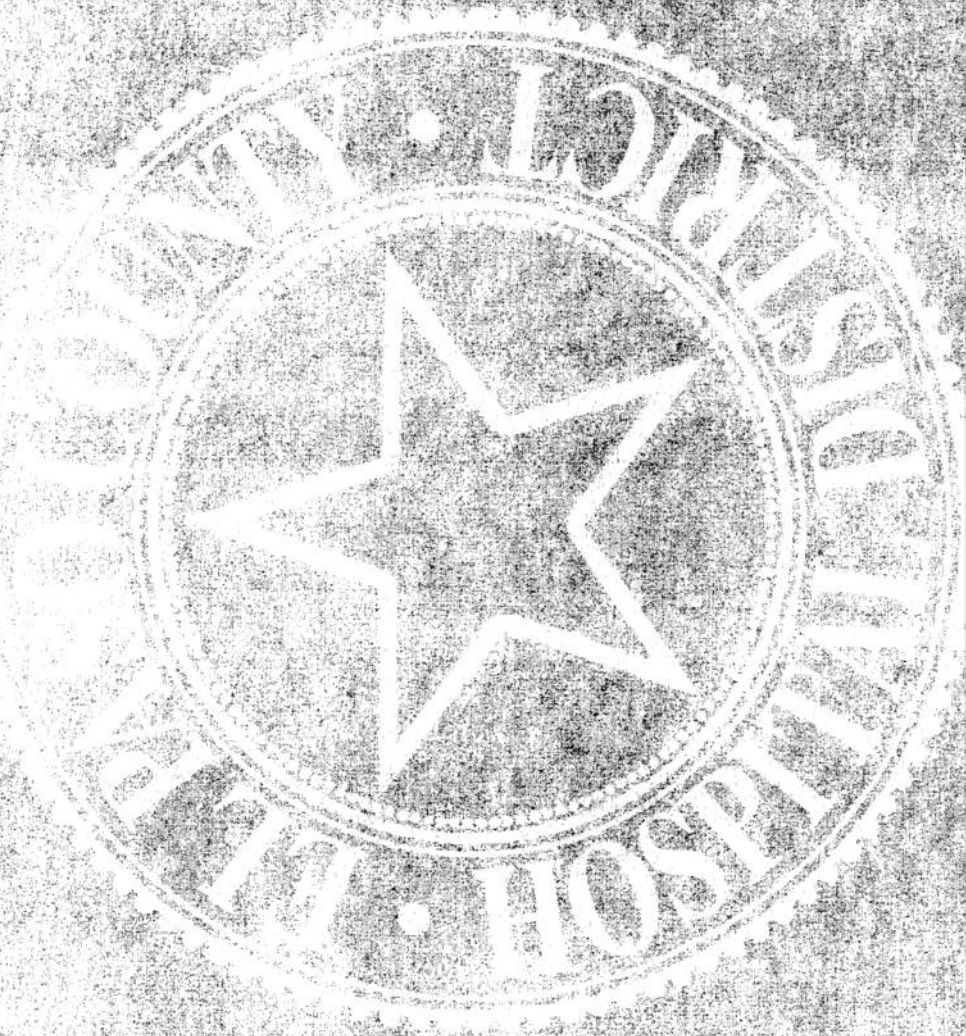


Board of Managers Chairperson

8/12/10
Date

Review/Revision History:

Review/Revision History:		
12/02	11/02	02/06
10/05	10/05	04/06
05/10	05/10	08/10



11294-0

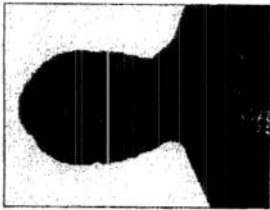


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A LETTER FROM OUR PRESIDENT & CEO



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
President & Chief Executive Officer



CODE OF CONDUCT
MANUAL

1

EL PASO COUNTY HOSPITAL DISTRICT

THIS CODE OF CONDUCT HAS BEEN ADOPTED BY THE EL PASO COUNTY HOSPITAL DISTRICT WHICH INCLUDES THOMASON HOSPITAL, THOMASON CARES, 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

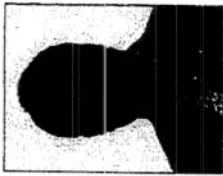


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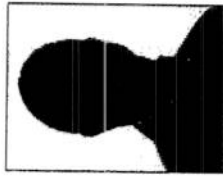
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COMMITMENT FROM LEADERSHIP



James N. Valenti
President & CEO



Phillip Rivera
Chief Financial Officer



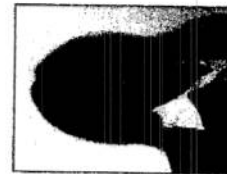
Carol Smallwood
CEO of Paso First
Healthplans



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.



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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



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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, MANAGER'S FIRST & LAST NAME, 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: _____



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PATIENTS

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.



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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.



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ASSOCIATES

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.



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PRIMARY CARE CLINICS / AFFILIATES

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.



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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 (AHPs), 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.



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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.



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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.



GOVERNMENT RELATIONS AND POLITICAL ACTIVITIES

- 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 Thomson Hospital. We intend to maintain this accreditation on an annual basis.



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HOSPITAL DISTRICT ENVIRONMENT

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 EPGHD 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

- Thomson 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.



HOSPITAL DISTRICT ENVIRONMENT continued

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.



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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



CODE OF CONDUCT
MANUAL

11294-D

18

...with the commitment to provide the highest quality care to
the community. It is your responsibility to ensure the following
...of the College of Cambridge



STUDENT CLINICAL EXPERIENCE
PROGRAM AGREEMENT / INSTITUTIONAL AFFILIATION AGREEMENT

This agreement is made and entered by and between El Paso Psychiatric Center, hereinafter called "EPPC" and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, School of Medicine, Department of Neuropsychiatry, El Paso, Texas, hereinafter called "TTUHSC".

WHEREAS, EPPC operates accredited or licensed facilities at 4615 Alameda El Paso, TX 79905, and

WHEREAS, TTUHSC operates an accredited School of Medicine, and

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

WHEREAS, it is deemed advisable and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives,

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

ARTICLE I
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this agreement starts September 1, 2004 and ends August 31, 2005. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned at EPPC's facilities when termination notice is given shall be permitted to complete their current rotation, at TTUHSC's option.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

EPPC will:

1. Allow the use of its facilities for the clinical experience requirement of TTUHSC's students.
2. Provide clinical staff supervision by currently licensed professionals in the field of medicine for TTUHSC's students.
3. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the clinical experience.
4. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.

5. Encourage its staff to participate in the educational activities of TTUHSC.
6. Participate, if requested by TTUHSC, in any annual program review activities of TTUHSC which are directed toward continuing program improvement.
7. Maintain authority and responsibility for care given to its patients.

TTUHSC will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within EPPC facilities.
2. Consider for clinical and/or adjunct faculty appointment those members of EPPC's staff who contribute significantly to the academic program, subject to academic standards and rank used by TTUHSC.
3. Inform its faculty and students of the requirement to comply with EPPC's policies and procedures, when in attendance at EPPC's facilities, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of TTUHSC or the laws and the Constitution of the State of Texas.
4. Provide faculty participation, if requested by EPPC, and if available, on committees and task forces of EPPC.
5. Maintain professional liability insurance for students during the term of this agreement and any extensions thereof.
6. Inform all students that they are not employees of EPPC and have no claim against EPPC for any employment benefits.

ARTICLE III SEVERABILITY

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

ARTICLE IV AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

ARTICLE V VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE VI
ASSIGNMENT

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

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

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

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

EL PASO PSYCHIATRIC CENTER

Elmo M. Cavin
Signature

Zulema C. Carrillo
Signature

Elmo M Cavin
Printed Name

Zulema C. Carrillo
Printed Name

Executive Vice President
Title

Chief Executive Officer
Title

11/23/2004
Date

October 20, 2004
Date



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
WILLIAM BEAUMONT ARMY MEDICAL CENTER
5005 N PIEDRAS ST
EL PASO, TX 79920-5001

AGREEMENT NUMBER MCHM-GME-02-11

MEMORANDUM OF AGREEMENT
BETWEEN
WILLIAM BEAUMONT ARMY MEDICAL CENTER
AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER - EL PASO
PAUL L. FOSTER SCHOOL OF MEDICINE

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

1. Purpose. To define the acceptance, appointment, and clinical assignment of trainees from Texas Tech University Health Sciences Center - El Paso, Paul L. Foster School of Medicine, Student Affairs and Admissions, 5001 El Paso Drive, El Paso, Texas 79905 hereafter called the educational institution, by William Beaumont Army Medical Center, 5005 North Piedras Street, El Paso, Texas 79920-5001, hereafter called the Army medical facility.

2. Reference.

a. AR 351-3, Professional Education and Training Programs of the Army Medical Department.

b. DoD Regulation 6025-18, DoD Health Information Privacy Regulation, 24 January 2003.

3. Privacy and Security of Protected Health Information (PHI). The Army medical facility agrees to provide training on its Health Insurance Portability and Accountability Act (HIPAA) policies and procedures to those who will be working in the facility. The educational institution's trainees and faculty shall abide by the Army medical facility's HIPAA policies. No PHI or PHI data is anticipated to be exchanged between the Army medical facility and the educational institution. It is understood that the trainees and faculty are considered members of the Army medical facility's workforce while receiving clinical training pursuant to this agreement, and so do not meet the definition of *Business Associates* under HIPAA. Therefore,

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

no Business Associate Agreement between the Army medical facility and educational institution is necessary.

4. Background.

a. Texas Tech University Health Sciences Center, which is accredited by the Liaison Committee on Medical Education, conducts a program of training for medical students. The program leads to a medical doctor degree. The program curriculum requires that the trainees obtain clinical learning experience.

b. William Beaumont Army Medical Center, conducts certain clinical activities in which trainees in the educational program, if allowed to participate, can obtain all or part of their required clinical learning experience.

c. An affiliation under the memorandum will benefit both parties by contributing to the educational preparation of a future supply of health care personnel

d. Trainees will be student volunteers under section 3111 of title 5, United States Code (5 USC 3111). They will not be Federal employees, but will be covered by 5 USC 8101-8151, relating to compensation for certain injuries, and by 28 USC 2671-2680 and 10 USC 1089, relating to tort claims.

e. Selection for this training will be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than legal minimum age limitations), or physical handicap. Handicapped persons will not be provided benefits, service, or training that is different or separate from what is provided to others unless such action is required to provide equity. A qualified handicapped person will not otherwise be limited in the enjoyment of any right, privilege, advantage, or opportunity granted to others receiving the training and benefits of this agreement.

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

5. Scope. This agreement applies to not more than fifty trainees and will not detract from the Army Medical Department's medical and training mission.

6. Understanding.

a. This agreement applies to not more than fifty of the category of trainees described in paragraph 4a.

b. Affiliation under this agreement must not detract from the medical mission of the Army medical facility, or the education and training needs of Army Medical Department personnel.

c. There will be no payment of charges or fees between the parties to this agreement, and no payment of compensation by the United States to the trainees.

d. Insofar as the commander of the Army medical facility finds it consistent with his or her command's basic mission, the Army medical facility will:

(1) Screen prospective trainees to ascertain their qualifications and suitability and arrange for their appointment as student volunteers.

(2) Coordinate with the educational institution to prevent conflict of schedules and activities during the clinical learning experience, and designate an appropriate point of contact for this purpose. This coordination involves -

(a) Planning with representatives of the educational institution.

(b) Orienting trainees and assigning them to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by the Army medical facility.

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

(3) Retain responsibility for patient care in the facility and will exercise supervision over trainees consistent with the facility's quality assurance program.

(4) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with accreditation of the educational institution program.

(5) Notify the school of any intent to release a student.

e. The educational institution will -

(1) At least 30 days before the beginning of each training period, provide the names of the trainees eligible to be appointed, the dates and hours for which training is requested, and the clinical activities in which training is requested.

(2) Permit trainees to accept Federal appointment as student volunteers for the purpose of participating in clinical learning experiences, and provide such personal information on trainees as is necessary. Verify that they meet minimum age requirements (20 years) and, on request, certify that they are enrolled at least half-time in the educational institution's program. Ensure that trainees are available for completion of the appointment process before the training period begins.

(3) Notify the Army medical facility of a change in the enrollment status of any trainee.

(4) Designate an appropriate point of contact to coordinate trainee activities under this agreement.

(5) Provide and maintain the personnel records and reports necessary to document the trainee's clinical learning experience for the purpose of academic credit.

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

(6) Be responsible for such health and other medical examinations and protective measures as the commander of the Army medical facility deems necessary.

(7) Assist in the enforcement of such rules and regulations governing trainees as may be issued by the commander of the Army medical facility and its host installation

(8) Assist in enforcing the prohibition against the publication by trainees of any material related to the clinical learning experience that has not been reviewed and cleared by the Army medical facility to assure that -

(a) No classified information is published.

(b) Infringement of patients' rights to privacy is avoided.

(c) Military procedures are completely accurate.

(9) Withdraw a trainee from participation in the clinical learning experience on written notice from the commander of the Army medical facility when it is determined that further participation by the trainee is not desirable.

7. The Paul L. Foster School of Medicine is committed to providing our students with a learning environment that is conducive to the acquisition of skills, knowledge and behaviors that will enhance development of an excellent physician. As stated in the Student Handbook, students are held to a code of conduct that promotes altruism, honesty, accountability and the maintenance of confidentiality. Faculty, residents and staff also are expected to display the highest ethical standards that promote duty, integrity and respect as stated in the AAMC Compact between Teachers and Learners of Medicine. William Beaumont Army Medical Center agrees to uphold these high standards. If a student violates this code of conduct, the hospital will notify the clerkship director responsible for the student in that clinical experience. If a student notes a violation of this code of conduct by faculty, residents or staff of the respective institutions, they will report this violation to their clerkship/course director or to the Associate Dean for Student Affairs at the Paul L. Foster School of Medicine.

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Texas Tech University Health Sciences Center - El Paso Paul L. Foster School of Medicine Medical Students by William Beaumont Army Medical Center

8. Effective period. The terms of this agreement -

a. Will be effective on 1 February 2011, subject to approval by the Commander, William Beaumont Army Medical Center, and will continue in effect until terminated.

b. May be amended by the parties without referral to the approving authority only to incorporate changes required by Army Regulation 351-3.

9. Termination. Either party may terminate the arrangements under this agreement by giving 30 days advance written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is understood that the approving authority may terminate these arrangements at any time to meet the mission needs of the Army Medical Department.

THE TRAINING INSTITUTION

THE UNITED STATES OF AMERICA

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER
5001 El Paso Drive
El Paso, Texas 79905

WILLIAM BEAUMONT ARMY
MEDICAL CENTER
5005 North Piedras Street
El Paso, Texas 79920-5001

BY: *Elmo M. Cavin*
Title: Elmo M. Cavin
Executive Vice President
~~For Fiscal Affairs~~
for Finance and Administration
Date: 2/3/2011

BY: *Valeria Gutierrez*
Title: Valeria Gutierrez
Contracting Officer
Western Regional Contracting Office

SUBJECT: Affiliation Agreement for the Acceptance, Appointment,
and Clinical Assignment of Texas Tech University Health Sciences
Center - El Paso Paul L. Foster School of Medicine Medical
Students by William Beaumont Army Medical Center

Approved

By: Michael C. Wong

Title: M. Ted Wong
Major General, USA
Commanding

Date: FEB 2, 2011

REVIEWED FOR FORM

By: Frank Gonzales
TITLE: Frank Gonzales
Associate General Counsel

Date: 2-1-2011

EL PASO CHILDREN'S HOSPITAL
AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER PAUL L. FOSTER SCHOOL OF
MEDICINE

This Agreement is between the Texas Tech University Health Sciences Center, Paul L. Foster School of Medicine, 5001 El Paso Dr, El Paso, Texas, 79905, hereinafter referred to as "Institution" and El Paso Children's Hospital, 4845 Alameda Avenue, El Paso, Texas, 79905 hereinafter referred to as "EPCH" or "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

Attending Physician or supervising provider – Designated faculty physician or resident who teaches in the educational program that is the subject of this Agreement.

Clerkship Director – Institution's department based physician liaisons to Hospital, who oversee the education of the medical student for their respective clerkship block. The clerkship director supervises , didactic instruction, scheduling, attendance, and evaluates the clinical education experience. The Clerkship Director will be a licensed physician with a clinical appointment at the Hospital . and is available via pager or telephonically while students are present within the facility.

Office of Student Affairs – This office under the direction of the Associate Dean for Student Affairs provides academic support and guidance to students to include overseeing student behavior and documentation. The Director of Student Affairs is the liaison between the Hospital and the Institution for administrative issues for the student body.

TERM AND TERMINATION

1.1 **Initial Term** This Agreement shall be for a period of three years, beginning on the 1st day of

May 2012 and ending on the 31st day of April 2015.

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. The Institution shall maintain primacy over academic affairs and the education and assessment of medical students. Faculty instructors shall be faculty members who are appointed by the Institution and given responsibility of educating its students.

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 Clerkship Director The Institution shall provide its own Clerkship Directors for each educational block. The Clerkship Director shall be available via pager or telephonically while the students are present within the facility.

2.4 Attending Physician or supervising provider The Institution shall provide Attending physicians or supervising providers (see Definitions section) who shall be ultimately responsible for the supervision and direction of students and their performance at Hospital. A supervising provider must be physically present in the facility while students are present in the facility. The Attending physician must be available by telephone or pager. The Institution shall maintain authority and responsibility for appointment/assignment of faculty members with responsibility for medical student teaching. The Institutions department heads and faculty shall have authority consistent with their responsibility for the instruction and evaluation of medical students. These faculty physicians shall be credentialed by the Hospital and available by pager or telephone when students are in the facility.

2.5 Certification Attending physicians and clerkship directors will be credentialed at the Hospital in accordance with medical staff bylaws. The Office of Student Affairs will provide evidence of valid Basic Cardiac

Life Support Training (BCLS) for Health Care Providers (Course C) for all students. The Institution shall immediately notify Hospital, in writing, of any changes or restrictions in current certification of any student, covered by this Agreement.

2.6 Compliance with Hospital Standards The Institution shall instruct its students 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 applicable Federal or accreditation regulations at all times.

2.7 Orientation Students 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 TJC (The Joint Commission) requirements or provide proof of participation in an educational program offering equivalent content (OSHA and TJC) that is acceptable to the Hospital.

2.8 Scheduling The Institution, through the office of Student Affairs shall furnish student assignments for the academic year to the Hospital designee. Clerkship Directors may provide individual student schedules if requested by the Hospital. The Institution shall maintain authority and responsibility for the education program for its students which may be conducted within the Hospital. The Institution will have primary responsibility over academic affairs and the education/evaluation of students.

2.9 Health Requirements The Institution shall ensure that students 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 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 Associate Dean for Student Affairs or the Clerkship Director shall be notified of the incident so that appropriate action may be taken. Duplication of these reports or any part of the patient's medical record is not permitted by student.

2.11 Insurance The Institution shall insure that students 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. The Institution shall notify the Hospital, in writing, immediately of any change or termination of insurance coverage. The Institution hereby agrees to maintain said liability insurance.

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 are not, and shall not be, considered to be employees of the Hospital. In addition, any information or knowledge acquired or received during the course of activities at El Paso Children's Hospital (EPCH), including but not limited to patient data and patient care, information, EPCH's business affairs, methods of operation, and computer processing systems ("Confidential Information") is confidential. Students shall maintain the confidentiality of and not disclose or use Confidential Information during and/or after the course of activities at EPCH ends, except where disclosure is required pursuant to state or federal law or is made with EPCH's prior written consent. The information contained in medical or electronic records is the property of EPCH and those patients have the right to expect that health records will be managed confidentially. All EPCH policies and procedures regarding patient privacy shall be maintained and any violation of those policies could result in immediate dismissal from the EPCH assignment, as well as federal, civil and/or criminal penalties could be initiated.

2.13 Confidentiality The Institution shall instruct the students 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 pursuant to state or federal law or 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 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 provide no compensation, wages, reimbursements, benefits, or other stipends under this agreement. The parties contemplate that no such monetary compensation shall accrue or become due and owing.

2.15 Electronic Media The Institution shall instruct the students 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 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 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 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 every five years thereafter. 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 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 (Attachment F).

RESPONSIBILITIES OF HOSPITAL

3.1 Student Access Hospital shall allow students the use of its facilities for observational and/or practical experience to meet the requirements of TTUHSC Paul L. Foster SOM 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.

3.4 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 shall be for the benefit of the students; 2) the students shall not displace regular employees of the Hospital; 3) 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 4) 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.

3.5 Emergency Medical Care The Hospital will provide emergency medical care at the student'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. It is expressly understood that students are not covered under the Hospital's worker's compensation plan or other insurance coverage normally applicable to employees. Students shall be subject to the normal admissions and/or payment procedures common to all patients at the Hospital.

3.6 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 when necessitated by compromised patient care standards or hospital policy.

3.7 Peer Review At Hospital's option, or as otherwise required by law, Hospital shall initiate reports to the Institution when a student is suspected of unprofessional conduct, unsafe care or other "reportable conduct." Indications of chemical dependency shall be reported to the Associate Dean for Student Affairs so that appropriate action may be taken.

3.8 Periodic Reviews The Hospital will conduct periodic reviews of academic programs and policies

according to EPCH policies.

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

Mutual Responsibility

Learning Environment - The Institution is committed to providing their students with a learning environment that is conducive to the acquisition of skills, knowledge and behaviors that will enhance development of an excellent physician. As stated in the TTUHSC Paul L. Foster School of Medicine Student Handbook, students are held to a code of conduct that promotes altruism, honesty, accountability and the maintenance of confidentiality. Faculty, residents and Hospital staff also are expected to display the highest ethical standards that promote duty, integrity and respect as stated in the AAMC Compact between Teachers and Learners of Medicine. The Hospital agrees to uphold these high standards. If a student violates this code of conduct, the Hospital will notify the Clerkship Director responsible for the student in that clinical experience or the Associate Dean for Student Affairs. If a student notes a violation of this code of conduct by faculty, residents or Hospital staff, they will report this violation to their clerkship director or to the Associate Dean for Student Affairs at the Institution. The student may also utilize the anonymous compliance hotline to report behavior that violates the code of conduct.

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.

TTUHSC Paul L. Foster School of Medicine

ATTN: Associate Dean for Student Affairs

5001 El Paso Dr.

El Paso, TX 79905

El Paso Children's Hospital

ATTN: Chief Executive Officer

4845 Alameda Avenue

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 Indemnification Each party shall be responsible only for its own acts and omissions under this Agreement.

4.14 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.

4.15 Compliance The Institution represents and warrants that it shall not contract with any individual(s) or entity to participate in this Agreement 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) participating in this Agreement, 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 participating in this Agreement 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 final action being taken against the Institution or its employees, agents, or assigns participating in this Agreement which results 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 participating in this Agreement.

4.16 Compliance Hospital represents and warrants that neither it nor its employees are listed by a federal or state agency as debarred or otherwise ineligible from participation in federally funded programs, and that Hospital will use best efforts to notify Institution in a timely manner of any material changes in this provision.

4.17 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 and its employees, agents, or assigns participating in this Agreement shall comply with the Code of Conduct and shall meet all applicable Hospital compliance guidelines. The Institution shall inform students that they are subject to the Hospital's Code of Conduct Policy CP-1as outlined and described in Addendum G attached hereto and made a part hereof.

4.18 Outside Accrediting Agency Guidelines This agreement is meant to meet the guidelines of outside accrediting agencies and both parties agree to revisit and or edit it as needed to satisfy those guidelines.

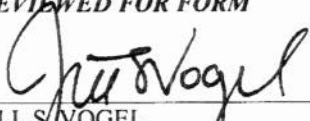
IN WITNESS WHEREOF, the parties have hereunto set their hands.

EL PASO CHILDREN'S HOSPITAL


LAWRENCE DUNCAN
Chief Executive Officer

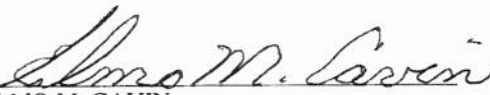
Date: 5-23-12

REVIEWED FOR FORM


JILL S. VOGEL
General Counsel

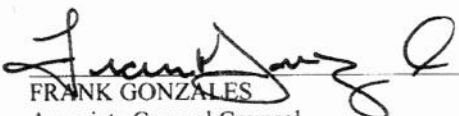
Date: 5.23.12

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER


ELMO M. CAVIN
Executive Vice President

Date: 6/11/2012

REVIEWED FOR FORM


FRANK GONZALES
Associate General Counsel

Date: 6-4-2012

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
SCHOOL OF MEDICINE

AFFILIATION AGREEMENT
STUDENT CLINICAL EXPERIENCE

This Agreement is made and entered by and between University Behavioral Health, a Delaware limited liability company hereinafter called "UBH" and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, on behalf of its School of Medicine, a Texas public institution of higher education (hereinafter called "TTUHSC"). Both are also referred to as Party or Parties.

WHEREAS, UBH operates accredited or licensed facilities at 1900 Denver Street, El Paso, TX, and

WHEREAS, TTUHSC operates an accredited School of Medicine, with business address at 4800 Alberta Avenue, El Paso, Texas 79905, and

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

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

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

ARTICLE I
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this Agreement starts January 15, 2010 and ends January 15, ²⁰¹¹~~2010~~. *JMC*

Thereafter, this Agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the Agreement is given by either Party to the Agreement.

Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice of its intent to terminate the Agreement.

However, students assigned at UBH's facilities when termination notice is given shall be permitted to complete their current rotation at TTUHSC's option.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

UBH will:

1. Allow the use of its facilities for the clinical experience requirement of TTUHSC's students.
2. Provide as requested clinical staff supervision by currently licensed professionals in the field of medicine for TTUHSC's students.

3. Provide access for TTUHSC faculty and students as part of its workforce to patients and patient medical records at its facilities as part of the students' clinical experience requirement.
4. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the clinical experience.
5. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.
6. Encourage its staff to participate in the educational activities of TTUHSC.
7. Participate, if requested by TTUHSC, in any annual program review activities of TTUHSC which are directed toward continuing program improvement.
8. Maintain authority and responsibility for care given to its patients.

TTUHSC will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within UBH facilities.
2. Consider for clinical and/or adjunct faculty appointment those members of UBH's staff who contribute significantly to the academic program, subject to academic standards and rank used by TTUHSC.
3. Inform its faculty and students of the requirement to comply with UBH's policies and procedures, when in attendance at UBH's facilities, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of TTUHSC or the laws and the Constitution of the State of Texas.
4. Provide faculty participation, if requested by UBH, and if available, on committees and task forces of UBH.
5. Maintain professional liability insurance for medical students under the TTUHSC School of Medicine Professional Medical Malpractice Self-Insurance Plan during the term of this Agreement and any extensions thereof.
6. Inform all students that they are not employees of UBH and have no claim against UBH for any employment benefits.
7. Assist with follow up for students who are exposed to infectious or environmental hazards or other occupational injuries.

ARTICLE III
SEVERABILITY

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid

provision is not material to the overall purpose and operations of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE IV
AMENDMENT

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

ARTICLE V
VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE VI
ASSIGNMENT

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

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

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

IN WITNESS WHEREOF, the undersigned Parties do hereby bind themselves to the faithful performance of this contract.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Elmo M. Cavin
Signature

Elmo M Cavin
Printed Name

Executive Vice President
Title

1/19/2010
Date

UNIVERSITY BEHAVIORAL HEALTH (UBH)

Arthur Ramirez MD
Signature

Arthur Ramirez MD
Printed Name

Medical Director
Title

4/2/10
Date

Appendix A

Goals and Objectives

1. Established criteria for goals and objectives (see attached)

Appendix B

Resources Used for Medical Students

- a. House Officer Series, Psychiatry Seventh Edition by David A. Tomb M.D.
- b. Student Psychiatric Evaluation
- c. Progress Notes: Department of Psychiatry
- d. Dr. Blunk's Study Notes