

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

**DEPARTMENT:** FIRE

**AGENDA DATE:** MARCH 11, 2014

**CONTACT PERSON/PHONE:** SAMUEL PEÑA, FIRE CHIEF, 485-5606  
BRUCE D. COLLINS, PURCHASING DIRECTOR, 541-4313

**DISTRICT (S) AFFECTED:** ALL

**SUBJECT:**

The Fire Department recommends award of RFQ Solicitation No. 2014-081R (Medical Control Services) to vendor Texas Tech University-Health Sciences Center at El Paso (5001 El Paso Drive, El Paso, TX 79905). Contract period is thirty six (36) months with a 2-Year option; cost for services estimated annually: (Year 1) \$115,000, (Year 2) \$118,450, (Year 3) \$122,000; for a 3 year estimated total of \$355,450. (2-Year Option; Year 1 estimated at \$125,665 and Year 2 estimated at \$129,430)

**BACKGROUND / DISCUSSION:**

The Fire Department has reviewed solicitation 2014-081R (Medical Control Services) and recommends the contract to be awarded to Texas Tech University-Health Sciences Center at El Paso for estimated annual amounts of (Year 1) \$115,000, (Year 2) \$118,450, (Year 3) \$122,000; as the highest rank qualifier.

The vendor will provide direct physician contact in cases where crews may have questions, regarding on-scene medical care being provided and for those circumstances that go beyond protocols and standing medical orders.

**SELECTION SUMMARY:**

The Request for Qualifications (RFQ) was advertised and posted on the city website on November 19, 2013. The post cards and purmail were sent the week of November 19, 2013. A total of fifty nine (59) vendors were solicited with forty six (46) being local vendors. Only one proposal was received being a local vendor.

**PRIOR COUNCIL ACTION:**

Council approved contract solicitation No. 2010-227R (Medical Services for City EMS System; Medical Control - Part A) to vendor Texas Tech University-Health Sciences Center at El Paso on August 10, 2010.

**AMOUNT AND SOURCE OF FUNDING:**

Department: 322 - Fire; Fund: 1000 – General Fund; Division: 22070 – Emergency Medical Support; Program: Emergency Medical Support; 521120 - Healthcare Providers

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

Name

Signature

Date

CITY CLERK DEPT.  
2014 MAR -6 AM 7:34

## RESOLUTION

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

That the City Manager be authorized to sign a contract between the City of El Paso ("City") and Texas Tech University Health Sciences Center at El Paso ("University") for medical control services to the City's EMS System ("EMSS"), for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms, for a cost of \$120,000 for year 1, \$123,000 for year 2, \$126,000 for year 3 and a 3% increase for the option years.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

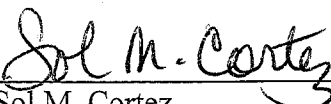
THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser,  
Mayor

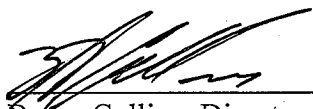
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONENT:

  
\_\_\_\_\_  
Bruce Collins, Director  
Purchasing and Strategic Sourcing Dept.

\_\_\_\_\_  
Samuel Pena, Fire Chief  
Fire Department

**COUNCIL PROJECT FORM  
(RFQ)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (RFQ's) for the Council Meeting of **MARCH 11, 2014**.

That the City Manager be authorized to sign a contract between the City of El Paso ("City") and Texas Tech University Health Sciences Center at El Paso ("University") for medical control services to the City's EMS System ("EMSS"), for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms, for a cost of \$120,000 for year 1, \$123,000 for year 2, \$126,000 for year 3 and a 3% increase for the option years. The initial term estimated award is \$355,450.00 and the estimated award for the option years is \$255,095.00.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

Vendor Survey  
Contacted a total of 15 Vendors

| Response   | No of Response | Pct         |
|--|----------------|-------------|
| Did not receive the Bid Notification (Confirm address on file) | 4              | 27%         |
| Not interested   | 2              | 13%         |
| Corporate office takes care of responding to solicitations     | 7              | 47%         |
| Could not meet specifications                                  | 2              | 13%         |
| <b>Total</b>   | <b>15</b>      | <b>100%</b> |



# CITY OF EL PASO REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: DECEMBER 11, 2013  
Project Name: MEDICAL CONTROL SERVICES

Solicitation #: 2014-081R  
Department: FIRE

| TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO | EL PASO, TX      |
|---|------------------|
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
|   |                  |
| RFQs SOLICITED: 59                                      | RFQs RECEIVED: 1 |
| RFQs LOCAL: 46  | NO RFQs: 0       |

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED:

DATE: 1/16/14

HEALTHSMART BENEFIT SOLUTIONS, INC.  
ATTN: CLAY TIMMONS  
222 WEST LAS COLINAS BLVD. SUITE 500N  
IRVING, TX 75039

MAIN STREET HEALTHCARE CLINICS  
ATTN: BRIAN KERSH  
18425 HIGHWAY 105 SUITE 105  
HOUSTON, TX 77356

EL PASO MHMR  
ATTN: SELENE QUINTANA, CAO  
1600 MONTANA AVENUE  
EL PASO, TX 79902

PHYSICIANS HEALTHCARE ASSOCIATES  
ATTN: SHERRI HALL  
7430 REMCON CIRCLE SUITE 150  
EL PASO, TX 79912

CONCENTRA MEDICAL CENTERS  
ATTN: KRIS TRONCOSO  
6545 SOUTHWEST FREEWAY  
HOUSTON, TX. 77074

MATERIALS MANAGEMENT/PURCHASING  
UNIVERSITY MEDICAL CENTER  
ATTN: GLORIA QUIJANO  
4815 ALAMEDA  
EL PASO, TX 79905

SIERRA PROVIDENCE HEALTH NETWORK  
ATTN: MARCELLA VAN HOOVE  
ACCOUNTING BUILDING 2<sup>ND</sup> FLOOR  
2001N. OREGON  
EL PASO, TX 79902

UNIVERSITY MEDICAL CENTER OF EL PASO  
ATTN: LORENA NAVEDO  
4315 ALAMEDA AVENUE  
EL PASO, TX 79905

FIRST ONSITE, LLC  
ATTN: BRIAN JONES  
1 PARK PLAZA  
NASHVILLE, TN 37203

CONCENTRA HEALTH SERVICES  
ATTN: JOHN BATTEY  
5080 SPECTRUM DRIVE SUITE 1200W  
ADDISON, TX 75001

MARATHON HEALTH, INC.  
ATTN: JERRY FORD, CEO  
354 MOUNTAIN VIEW DRIVE  
COLCHESTER, VT 05446

CONCENTRA  
ATTN: ARLENE KING  
5080 SPECTRUM DRIVE SUITE 1200 WEST  
ADDISON, TX 75001

EAST EL PASO PHYSICIANS MEDICAL CENTER  
1416 GEORGE DIETER DRIVE  
EL PASO, TX 79936

MONTWOOD MEDICAL CENTER  
ATTN: MIGUEL CARO  
3022 TRAWOOD #A  
EL PASO, TX 79936

UNIVERSITY MEDICAL CENTER  
OF EL PASO  
ATTN: LES C. RANKIN  
2<sup>ND</sup> FLOOR ANNEX  
4824 ALBERTA  
EL PASO, TX 79905

TEXAS TECH HEALTH SCIENCES CENTER  
ATTN: DR. JOSE MANUEL DE LA ROSA, MD  
4800 ALBERTA AVENUE  
EL PASO, TX 79905

EAST EL PASO PHYSICIANS  
ATTN: ALFREDO ONTIVEROS  
1416 GEORGE DIETER  
EL PASO, TX 79936

EL PASO SPECIALTY HOSPITAL  
ATTN: CEO  
1755 CURIE DRIVE SUITE A  
EL PASO, TX 79902

SIERRA-PROVIDENCE HEALTH NETWORK  
ATTN: CEO/ ADMINISTRATOR  
2001 N. OREGON  
EL PASO, TX 79902

SIERRA-PROVIDENCE EAST  
ATTN: SALLY A. HURT-STEFFEN  
3280 JOE BATTLE,  
EL PASO, TX 79938

SIERRA MED CENTER  
ATTN: J. ERIC DAVIS CEO  
1625 MEDICAL CENTER  
EL PASO, TX 79902

DEL SOL MEDICAL CENTER,  
ATTN: JACOB CINTRON CEO  
1301 GATEWAY WEST,  
EL PASO, TX 79925

AMEDISTAF LLC  
DBA THE RIGHT SOLUTIONS  
ATTN: AMANDA ROBINSON  
P. O. BOX 595  
TONTITOWN, AR 72770

LAS PALMAS MEDICAL CENTER,  
ATTN: HANK HERNANDEZ  
1801 N. OREGON,  
EL PASO, TX 79902

JIM VALENTI, CEO  
UNIVERSITY MEDICAL CENTER  
4815 ALAMEDA  
EL PASO TX 79905

PEOPLE SKILLS, INC.  
ATTN: RUBEN CASTAÑEDA  
812 N. VIRGINIA  
EL PASO, TX 79902

EMS ONLINE TRAINING PLUS  
ATTN: BRIAN J WALDOCK  
8888 DYER, STE. #415  
EL PASO, TX 79904

MEDICAL EXAMS WALK-IN CLINIC  
ATTN: CARLOS M. GARCIA MD  
1550 HAWKINS BLVD. SUITE #16  
EL PASO, TX 79925

ACCLAIM RESOURCE SERVICES  
ATTN: WILLIAM LEE HIGAR  
10501 BIRTHSTONE DRIVE  
EL PASO, TX 79925

DIABETES TREATMENT CENTER, LIFE CARE  
CENTER, INPATIENT AND OUTPATIENT  
CARDIAC REHABILITATION  
ATTN: JULIE MILLER, RD, LD, CDE  
7878 GATEWAY EAST SUITE 301  
EL PASO, TX 79915

SOUTHWESTERN GENERAL HOSPITAL  
1221 N. COTTON STREET  
EL PASO, TX 79902

EL PASO MEDICAL LABORATORY  
ATTN: DR. HABIL ASPFANI  
2616 N. OREGON STREET  
EL PASO, TX 79902

QTC MEDICAL GROUP/MANAGEMENT INC.  
ATTN: ELEANOR KAY  
1350 SOUTH VALLEY VISTA DRIVE  
DIAMOND BAR, CA 91765

COLUMBIA LIFECARE CENTER  
ATTN: DOUG PARK  
3333 N. MESA STREET  
EL PASO, TX 79902

ATTN: CHRIS ESTRADA  
LAS PALMAS LIFECARE CENTER  
3333 N. MESA  
EL PASO, TX 79902

PROFESSIONAL HEALTH SERVICES  
ATTN: MATHEW JOHNSON  
83 S EAGLE ROAD  
HAVERTOWN, PA 19083

COMMUNITY MEDICAL CLINIC  
ATTN: HECTOR LOPEZ, D.O.  
9955 DYER STREET  
EL PASO, TX 79924

FAMILY MEDICAL ASSOCIATION  
ATTN: BOBBI GONZALEZ  
10555 VISTA DEL SOL DRIVE SUITE. 200  
EL PASO, TX 79925

PROVIDENCE MEMORIAL HOSPITAL  
ATTN: J. ERIC EVANS, CEO  
2001 N OREGON STREET  
EL PASO, TX 79902

CONCENTRA MEDICAL CENTER  
ATTN: RANDAL A. BECKER  
6320 GATEWAY BLVD. EAST  
EL PASO, TX 79905

LAS PALMAS MEDICAL CENTER  
3333 N. MESA  
EL PASO, TX 79902

HEALTH SCIENCES CENTER  
ATTN: CEO / ADMINISTRATOR  
TEXAS TECH INTERNAL CLINIC  
4800 ALBERTA AVENUE  
EL PASO, TX 79905

MONTANA MEDICAL CLINIC  
ATTN: MAURICE MODAUI  
2415 MONTANA AVENUE  
EL PASO, TX 79903

CONCENTRA MEDICAL CENTER  
ATTN: GARY DEL PALACIO  
6320 GATEWAY BLVD. EAST  
EL PASO, TX 79905

MESA MEDICAL CLINIC  
2030 N. MESA STREET  
EL PASO, TX 79902

FRANKLIN MEDICAL CENTER  
836 E REDD ROAD  
EL PASO, TX 79932

PHYSICIANS HEALTHCARE ASSOCIATES  
ATTN: DR. VEMOY WALKER  
7430 REMCON CIRCLE  
BUILDING B SUITE 150  
EL PASO, TX 79912

ATTN: RANDAL A. BECKER  
CONCENTRA MEDICAL CENTERS  
6320 GATEWAY EAST BLVD  
EL PASO, TX 79905

LAS PALMAS DIAGNOSTIC CENTER  
1700 N. OREGON STREET  
EL PASO, TX 79902

MICHELLE ROMAGLINO  
2<sup>ND</sup> FLOOR OCCUPATIONAL  
HEALTH ANNEX BUILDING  
THOMASON HOSPITAL  
4815 ALAMEDA AVENUE  
EL PASO, TX 79905

ATTN CARLOS M GARCIA MD  
MEDICAL EXAMS WALK-IN CLINIC  
1550 HAWKINS BLVD. SUITE #S16 & 17  
EL PASO, TX 79925

DEL SOL DIAGNOSTIC CENTER  
10420 VISTA DEL SOL DRIVE  
EL PASO, TX 79925

COMMUNITY MEDICAL CLINIC  
ATTN: HECTOR LOPEZ, DO  
9955 DYER STREET  
EL PASO, TX 79924

ASWINGROUP LLC  
ATTN: DR. T. P. INDIRA, MD  
2623 PENNINGTON DRIVE  
WILMINGTON, DE 19810

HPI  
ATTN: PAUL WILLEMS  
16 CAMERAY HEIGHTS  
LAGUNA NIGUEL, CA 92677

ATTN J. ERIC EVANS CEO  
SIERRA PROVIDENCE MEMORIAL  
2001 N OREGON STREET  
EL PASO, TX 79902

LOGISTICS HEALTH, INC.  
ATTN: SCOTT OMERNICK  
328 FRONT STREET SUITE 500  
LAS CROSSE, WI 54601

SUN CITY BEHAVIORAL HEALTH CARE  
ATTN: KRISTI D. DAUGHTER  
616 N. VIRGINIA SUITE B  
EL PASO, TX 79902

RIO GRANDE HEALTH CENTER  
OF EL PASO INC  
7230 GATEWAY EAST BLVD. SUITE E  
EL PASO, TX 79915

# COMMITTEE SCORE SHEET

2014-081R

Medical Control Services

1/16/2014

SOLICITATION NO:  
SOLICITATION TITLE:

|  | Texas Tech University<br>Health Services Sciences<br>Center<br>El Paso, TX |  |  |  |  |
|--|--|--|--|--|--|
| A: Cost to the City of El Paso<br>Not Part of Evaluation<br>As submitted on RFQ          |  |  |  |  |  |
| B: Qualifications<br># points 40   | 40.00  |  |  |  |  |
| C: Extent to which the Proposed Services Meet<br>the Municipality's Needs<br># points 15 | 15.00  |  |  |  |  |
| D. Experience with projects similar in scope and<br>size<br># points 15                  | 15.00  |  |  |  |  |
| E: Location and availability of resources<br># points 15                                 | 15.00  |  |  |  |  |
| F: Response of References<br># points 15   | 10.00  |  |  |  |  |
| <b>GRAND TOTAL = 100</b>   | <b>95.00</b>   |  |  |  |  |

**STATE OF TEXAS            )**  
  )  
**COUNTY OF EL PASO        )**     **AGREEMENT FOR MEDICAL CONTROL  
SERVICES WITH TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER AT EL PASO**

This Agreement for medical control services for the City of El Paso’s Fire Department (the “Agreement”) is entered into this   1   day of   March  , 2014, by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the “City”) and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO, (“University”) a Texas institution of Higher Education.

**WHEREAS**, through its Fire Department, the City operates an Emergency Medical Services System (“EMSS”) pursuant to Texas Health & Safety Code, Chapter 773; and

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

**WHEREAS**, EMSS personnel, through the City’s First Responder component, further provide basic life support services pursuant to the standing order of a licensed physician; and

**WHEREAS**, the City solicited proposals from qualified healthcare professional, pursuant to the Texas Administrative Code, Chapter 197 to provide medical control services for the City’s EMSS through a request for qualifications (“**RFQ**”) No. 2014-281R Medical Control Services Fire Department; and

**WHEREAS**, the University possesses the qualifications, certifications, credentials, experience, and expertise to perform said baseline medical control services for the City; and

**WHEREAS**, the City desires to engage the University to provide medical control services for the City’s EMSS according to this Agreement.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is <sup>MARCH</sup> ~~February~~   1  , 2014 and will remain in effect thereafter for thirty six (36) months from the effective date. The term of this Agreement may be extended for one (1) additional two-year period at the mutual agreement of the parties pursuant to the same terms and conditions set in this Agreement. *LMC*

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A. City’s Request for Qualifications No. 2014-281R (“**RFQ**”).

STATE OF TEXAS            )  
   )  
 COUNTY OF EL PASO        )     **AGREEMENT FOR MEDICAL CONTROL  
 SERVICES WITH TEXAS TECH UNIVERSITY  
 HEALTH SCIENCES CENTER AT EL PASO**

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**WHEREAS**, the City solicited proposals from qualified healthcare professional, pursuant to the Texas Administrative Code, Chapter 197 to provide medical control services for the City’s EMSS through a request for qualifications (“**RFQ**”) No. 2014-281R Medical Control Services Fire Department; and

**WHEREAS**, the University possesses the qualifications, certifications, credentials, experience, and expertise to perform said baseline medical control services for the City; and

**WHEREAS**, the City desires to engage the University to provide medical control services for the City’s EMSS according to this Agreement.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is February \_\_, 2014 and will remain in effect thereafter for thirty six (36) months from the effective date. The term of this Agreement may be extended for one (1) additional two-year period at the mutual agreement of the parties pursuant to the same terms and conditions set in this Agreement.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A. City’s Request for Qualifications No. 2014-281R (“**RFQ**”).

- B. University's Proposal & Proposal Cost (*Proposal*).
- C. This Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

**SECTION III. SCOPE OF SERVICES.** The University hereby agrees to perform the requested medical control services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*) and the *Proposal* submitted by the University in response to the RFQ ( attached and incorporated hereto as *Exhibit B*). The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "**Services.**" All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into medical service agreements with other properly selected individuals or businesses that qualify to provide medical control services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The University shall comply with all applicable state and local licenses including a Texas Medical Board Physician License, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

**SECTION VI. REPRESENTATIONS OF THE UNIVERSITY.** In addition to the prerequisite qualifications required prior to entering into this Agreement, the University also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The University, including each individual physical and all other healthcare providers employed by the University and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The University warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the University receives notice from a licensing authority of a suspension or revocation of a license of the University's employee(s), the

University shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the University fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the University.

- C. The University's proposal identified the staff responsible for the services under this Agreement. The City shall be informed of any changes to the staff so that the City Manager or designee may approve the qualifications of the different or additional University's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The University shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

**SECTION VII. INDEPENDENT CONTRACTOR.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The University agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The University is an independent contractor and nothing contained herein shall constitute or designate the University or any of his employees as employees of the City. Neither the University nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the University for each physical examination and laboratory test at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The University services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the University commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the University by the City. In such an event, the City shall incur no penalty or charge.

The University shall submit a monthly invoice to the City's Fire Department. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall detail actual expenditures invoiced for each service provided by the City. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251.

**SECTION IX. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS**

The University recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. The University shall keep the any all records related to the services provided under this Agreement for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The University shall enter into a separate Business Associate Agreement with the City attached as *Exhibit D*. Upon termination of this Agreement all records shall be transferred to the City within twenty-four (24) hours of termination.

**SECTION X. INSPECTIONS AND AUDITS.** The City shall have the right to audit accounts at the University's place of business during regular business hours upon written notice of at least ten (10) working days, and the University shall provide all backup documentation and substantiation that may be requested by the City with respect to any billing. The City may look at records that either directly or indirectly applies to the City's account, and the determination of what the City may look at is at the sole determination of the City. The University must retain physical receipts or comparable records in accordance with the City's record retention policy including periods following completion of the contract. Financial records shall be maintained on a regular basis in accordance with generally accepted accounting principles, including any variation thereon required by State law or requested by the City. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. INSURANCE REQUIREMENTS.**

**A. Liability Insurance.** City acknowledges that, because University is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of the University or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104).

**B. Self-Insurance.** City agrees that University may self-insure against the risks described in Section 11 (A) and to cover the University's physicians under the University's plan for Professional Medical Malpractice Self-Insurance. The limit of liability for physicians shall not be less than \$400,000 per occurrence and \$1,200,000 annual aggregate. The University shall provide evidence of such compliance with the insurance requirements provided in this Agreement. University hereby waives its right of recovery against City and its officers, employees or agents of any amounts paid by University or on University's behalf to satisfy applicable laws.

**C. Worker's Compensation.** City agrees that the University's employees are provided Worker's Compensation coverage under the Texas Labor Code, Chapter 501.

**SECTION XII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City and the University upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the University shall cease all services under this Agreement. Upon such termination, the University shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the University in accordance with this Agreement; however, the City may withhold any payment to the University for the purpose of set off until such time as the exact amount of damages due the City from the University is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the University and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the University fails to maintain its licenses, certifications and other standards required to be a qualified University pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the University for the purpose of set off until such time as the exact amount of damages due the City from the University is determined.

### **SECTION XIII. GENERAL PROVISIONS.**

**A. TIME IS OF THE ESSENCE.** The University understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

**B. ADVERTISING.** Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

**C. SUCCESSOR AND ASSIGNS.** The University shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the University if the University shall attempt to assign without prior written consent.

**D. VENUE.** For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**E. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

**F. COMPLIANCE WITH LAW.** The University shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

**G. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso  
City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

With Copy to: City of El Paso  
Fire Department  
Attn: Fire Chief

UNIVERSITY: \_\_\_\_\_  
Texas Tech University Health Sciences Center at El Paso  
ATTN: Dr. Brian Nelson  
Title: Department Chair - Emergency Medicine  
Address: 5001 El Paso Dr.  
City: El Paso, TX 79905

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**H. FORCE MAJEURE.** The University shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**I. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

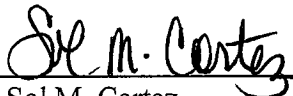
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

**CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

(Signatures Continue on the Following Page)

APPROVED AS TO FORM:

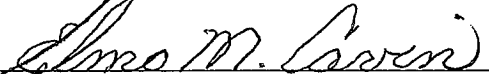
  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Samuel Pena, Fire Chief  
Fire Department

**UNIVERSITY**

Texas Tech University Health Sciences  
Center at El Paso

  
\_\_\_\_\_  
Printed Name: Elmo M. Gavin  
Title: Executive Vice President



**EXHIBIT A**

**RFQ NO. 2014-281R  
MEDICAL CONTROL SERVICES FOR FIRE DEPARTMENT**

**REQUEST FOR QUALIFICATIONS**  
 ISSUED BY  
**THE CITY OF EL PASO**  
 PURCHASING & STRATEGIC SOURCING DEPARTMENT

**SOLICITATION NO: 2014-081R**  
**TITLE: MEDICAL CONTROL SERVICES**  
**FIRE DEPARTMENT**

**DATE ISSUED: NOVEMBER 19, 2013**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:  
 2:00 PM, local time, WEDNESDAY, DECEMBER 11, 2013

**NOTICE** When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:**  
**DIRECTOR**  
**PURCHASING AND STRATEGIC SOURCING DEPARTMENT**  
**CITY OF EL PASO**

**MAIL TO:**

**CITY OF EL PASO** OR  
**PURCHASING AND STRATEGIC SOURCING DEPARTMENT**  
**300 N. CAMPBELL, 1<sup>ST</sup> FLOOR**  
**EL PASO, TEXAS 79901-1153**

**HAND DELIVER TO:**

**CITY OF EL PASO**  
**PURCHASING & STRATEGIC SOURCING**  
**DEPARTMENT, 1<sup>ST</sup> FLOOR**  
**300 NORTH CAMPBELL**  
**EL PASO, TEXAS 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:  
 VERONICA CAMPBELL, SR. PURCHASING AGENT  
 Telephone: [915] 541-4234 FAX: [915] 541-4347 Email: [CAMPBELLVM@elpasotexas.gov](mailto:CAMPBELLVM@elpasotexas.gov)

**EXPIRATION OF OFFERS**

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED.TWENTY [120] consecutive days from the date set for the receipt of offers.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

| <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> |
|------------------|--------------|------------------|--------------|------------------|--------------|------------------|--------------|
| A001             | _____        | A002             | _____        | A003             | _____        | A004             | _____        |
| A005             | _____        | A006             | _____        | A007             | _____        | A008             | _____        |

**OFFER SUBMITTED BY**

\_\_\_\_\_  
 COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

\_\_\_\_\_  
 STREET ADDRESS  P.O. BOX NUMBER

\_\_\_\_\_  
 CITY, STATE AND ZIP CODE

\_\_\_\_\_  
 TELEPHONE NUMBER  FAX NUMBER

\_\_\_\_\_  
 E-Mail address  PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**OFFER EXECUTED BY [PLEASE PRINT]**

\_\_\_\_\_  
 NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

\_\_\_\_\_  
 SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

**CITY OF EL PASO, TEXAS**  
**RFP: 2014-081R**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**MEDICAL CONTROL SERVICES**  
**DUE DATE: DECEMBER 11, 2013**

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**PART 1 – GENERAL INFORMATION**

**1.1 Background Information**

Fire Department – The Fire Department responds to emergency medical requests for services. The Fire Department crews operate under standing medical orders and protocols as established by the contracted Medical Control Physician. The successful bidder is required to provide direct physician contact in cases where crews may have questions regarding on-scene medical care being provided and for those circumstances that go beyond protocols and standing orders.

**1.2 Solicitation Purpose**

The City is soliciting proposals from qualified proposers to provide Medical Control Services to the City EMS system. The successful proposer must meet the qualifications of 22 TAC Section 197.43, as Medical Control physicians to the City EMS System. The City, Fire Chief, Medical Director and successful proposer shall mutually agree on physicians meeting all the required criteria as noted within the request for qualifications.

**PART 2 - NOTICES TO PROPOSERS.....**

**2.1 Public Disclosure Proposal Information**

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

**2.2 Bid Net Notification**

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: [http://www.elpasotexas.gov/financial\\_services/invitations.asp](http://www.elpasotexas.gov/financial_services/invitations.asp)

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

**Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoon prior to the Tuesday City Council Meeting wherein the recommendation shall be presented. Vendors are responsible for monitoring the City's website for said postings.**

**2.3 Communications**

**2.3.1 Cone of Silence/Anti Lobbying Policy**

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a city contract.

The Cone of Silence period begins on the day that the request for proposal (RFP), request for qualifications (RFQ), or highest qualified bid (including best value and competitive sealed proposals) is advertised, or the day a source selection or the giving of a notice of a proposed project is made, and ends on the day that a recommendation of a contract award is placed on the City Council agenda.

**The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:**

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

**The Cone of Silence/Anti Lobbying Policy does not apply to:**

1. Questions of Process and Procedure, including oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

A person who knowingly or intentionally lobbies in violation of the provisions of this policy, or who shall knowingly obstruct or prevent compliance with this policy shall be guilty of a misdemeanor.

Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the city council from entering into any contract with the city for a period not to exceed three years.

**2.3.2 Request for Clarification**

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than (December 2, 2013). Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

***BY E-MAIL***

***IN WRITING (MAIL OR HAND DELIVERY)***

VERONICA CAMPBELL  
 SR. PURCHASING AGENT  
 Fax: (915) 541-4234  
 Email: [CAMPBELLVM@elpasotexas.gov](mailto:CAMPBELLVM@elpasotexas.gov)

City of El Paso  
 Purchasing & Strategic Sourcing Department  
 300 N. Campbell, 1<sup>ST</sup> Floor  
 El Paso TX 79901-1153  
 Attn: Veronica Campbell

**2.4 Schedule of Events**

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

| <b>EVENTS</b>                                     | <b>DATE AND/OR TIME</b>   |
|---|---------------------------|
| Release Request for Qualifications                | November 19, 2013         |
| Pre-Proposal Conference                           | November 26 , 2013        |
| Last Day for Offerors to Submit Written Questions | December 2, 2013          |
| Answers provided                                  | December 4, 2013          |
| Submission of Proposals                           | December 11, 2013         |
| Evaluations                                       | Week of December 16, 2013 |
| Negotiations                                      | Week of January 6, 2013   |
| Contract Award Date                               | Week of January 28, 2014  |

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFQ will only be issued and posted on the City's website at: [http://www.elpasotexas.gov/financial\\_services/invitations.asp](http://www.elpasotexas.gov/financial_services/invitations.asp)

**Non-Mandatory Pre-Proposal Conference**

A Pre-Proposal Conference call-in is scheduled for Tuesday, November 26, 2013 AT 2:00 P.M. MOUNTAIN STANDARD TIME. CONFERENCE CALL DIAL IN NUMBER: (605) 562-3000; ACCESS CODE: 210437#.

Vendors also have the opportunity to attend in person. The conference will be held at the Purchasing & Strategic Sourcing Department's conference room, The Plaza Room. Address is:  
 City Hall, Purchasing & Strategic Sourcing Department – The Plaza Conference Room  
 300 N. Campbell, 1<sup>st</sup> Floor  
 El Paso, TX 79901

**2.5 Contract Period (Initial and Option Terms)**

The initial term of the Contract will be for: **THIRTY SIX (36) MONTHS**. The contract will include options for the City to extend the contract, at the sole discretion of the City, for an additional two (2) year period, subject to City and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties.

**2.6 Notices of Instruction to Offerors**

**1. Signature of Offer to person Authorized to Sign**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

**2. Effective Period of Proposals**

Proposals should expressly state that the offer (including all rate, fee, or cost proposals submitted in response to this RFQ, as well as the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

**3. Required Number of Copies**

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

**4. Offer Submission Instructions**

**OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION.** Offers will be received by the City of El Paso until **2:00 P.M., (MST) local time, on WEDNESDAY, DECEMBER 11, 2013.** Proposals will not be publicly opened and read aloud.

**5. Addressing Instructions**

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
EL PASO, TEXAS 79901-1153  
ATTN: PURCHASING & STRATEGIC SOURCING DIRECTOR

Also, write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope.

**6. Labeling Of Proposals/Bids [Rev 6/15/05]**

**The Due Date and Solicitation Number must be written on the outside of the package containing the offer.** The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

**7. Offeror Delivery Responsibility**

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

**8. Descriptive Literature**

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

**9. Offer Documents, Supporting Literature and Related Data**

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

**10. Alternate Offers**

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

**11. Solicitation Changes or Clarifications**

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Division for its consideration, provided the requests are in writing and received by December 2, 2013. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

**12. Acknowledgement of Solicitation Amendments**

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

**13. Proposal/Bid Preparation Cost**

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

**14. Additional Information**

For further procedural information concerning this Request for Qualifications contact the point of contact for contract administration (refer to in the Communication Section for contact details).

**15. Notification to Unsuccessful Offerors**

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

**16. Acceptance or Rejection of Proposals**

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

**17. Failure to Respond to Solicitations**

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

**18. Time**

[RESERVED]

**19. Debriefing Requests**

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

- 20. Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. (M.S.T) the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Director-Purchasing & Strategic Sourcing Department, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.**

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

**PART 3 – FIRE DEPARTMENT AND SCOPE OF WORK .....**

**3.1 FIRE DEPARTMENT OPERATIONS**

The City of El Paso operates an Emergency Medical Services System (EMSS) pursuant to V.T.C.A. Health & Safety code, Chapter 773. The City of El Paso Fire Department personnel provide medical services under the direction of a licensed physician. EMSS personnel, through the City's First Responder component, further provide basic life support services pursuant to the standing delegation orders of a physician. The City of El Paso, through the Fire Chief and other relevant department heads, wishes to purchase services for Medical Control (Part A).

The Fire Department crews operate understanding medical orders and protocols as established by the contracted Medical Control Physician. The successful bidder is required to provide direct physician contact in cases where crews may have questions regarding on-scene medical care being provided and for those circumstances that go beyond protocols and standing orders.

**3.2 SCOPE OF WORK AND MINIMUM REQUIREMENTS**

**I. SCOPE OF WORK**

**MEDICAL CONTROL SERVICES:**

———Medical Control shall ~~be~~ provide online-medical direction ~~supervision~~ to the Emergency Medical Services System (EMSS) as follows:

1. Provide continuous physician coverage, by two-way voice communications twenty four hours a day, seven days a week, to personnel of the City EMSS.
2. Medical Control physicians shall be available by voice contact for EMSS consultation either through radio or telephone within one minute of contact by *Fire Operations Personnel or Dispatch* except when it is impossible to do so due to communications equipment failure or non-availability of communications equipment.
3. All Medical Control physicians utilized in fulfilling the terms of this contract shall be licensed to practice medicine in the State of Texas and shall comply with the protocols of the City of El Paso EMSS. Physicians shall be covered for liability by the provider of the Medical Control service.
4. All Medical Control physicians will submit a copy of Texas Medical Board Physician License. These Licenses are standard to all physicians practicing medicine in a hospital or private practice in the State of Texas.
5. Proof of malpractice insurance must be attached to this proposal. Limit of liability for physicians shall not be less than \$400,000 per occurrence and \$1,200,000 annual aggregate.
6. All Medical Control physicians shall comply with the Medical Practice Act and all administrative regulations promulgated thereunder.
7. All Medical Control physicians shall be ultimately responsible for pre-hospital care. This authority and responsibility shall be noted on all protocols. Delegation of responsibilities shall be consistent with the patient's health and welfare and shall be undertaken pursuant to the Medical Practices Act which take into account the skill, training and experience of both physician and *Emergency Medical Technician*.

8. All Medical Control physicians shall attend an orientation training provided by the EMSS, and shall perform field observation as directed by the EMSS.
9. Medical Control physicians shall utilize established protocols and standing orders as approved by the EMSS Medical Director as a guide in providing guidance and medical care advice.
10. Medical Control Physicians shall provide written reports or sworn statements to the City Attorney's Office as requested. Attend pre-trial conferences, depositions and trials arising out of his or her duties as a Medical Control Physician.
11. In order to provide Medical Control for EMSS, Physicians shall be Emergency Department (E.D.) Attending Physicians and/or Post Graduate Year 2 (PGY2 Residents).
12. Provide to the Fire Chief or his designate a listing of Physicians who are authorized and qualified to serve as Medical Control, the adding and deleting of physicians will be reported within 10 days of any changes; In addition, provide records of training, licenses and certificates provided to the physicians involved in providing Medical Control; and cooperate with the Fire Department in providing the opportunity to become involved in training of said physicians.
13. The Hospital's Emergency Department Medical Director / Faculty Director must at least quarterly or as appropriate meet with the Fire Chief or his designate, relevant City Department Heads, and/or other administrative officials of the City, on the operation of the EMS System.
14. The EMSS Medical Director has the authority to disallow any physician from providing Medical Control to EMSS at any time.
15. All physicians who answer the call for Medical Control ~~from~~ from El Paso Fire Dept. Operations Personnel shall fill out the attached form located on page 11 and immediately fax it to Fire Dept. HQ, attention EMS Deputy Chief.

(SAMPLE FORM- see page 11)

El Paso Fire Department  
Medical Control Request



SAMPLE

Date \_\_\_\_\_ Time \_\_\_\_\_ Unit # \_\_\_\_\_ Incident # \_\_\_\_\_

Age \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

History \_\_\_\_\_  
\_\_\_\_\_

Treatment \_\_\_\_\_

Glasgow \_\_\_\_\_ B/P \_\_\_\_\_ Pulse \_\_\_\_\_ Resp. \_\_\_\_\_ Pulse ox \_\_\_\_\_ GCS \_\_\_\_\_

Request by

Medic \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Medication request \_\_\_\_\_ Transport request \_\_\_\_\_ Cease efforts Other \_\_\_\_\_

Non- Protocol Order given by Med Control \_\_\_\_\_

Non- Protocol Requested by Medic \_\_\_\_\_

Request: Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Med Control Physician \_\_\_\_\_ # \_\_\_\_\_

(Print name)

Request review for EPFD Medical Director \_\_\_\_\_

Concerns, issues to be addressed:

**II. Performance Controls, Standards and Procedures**

**(1) Audits**

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

**(2) Performance Standards**

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

**PART 4- PROPOSAL FORMAT AND SUBMISSION.....**

**4.1 Proposal Format and Structure**

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFQ number, RFQ title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ.
9. Offeror's Proposal – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

- 11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last three years.
- 12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.
- 13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.
- 14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)
- 15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.
- 16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government (particularly fire department) references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 1 –General Information.

- 17. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

**4.2 Copies Required**.....

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic:– One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy will govern.

**4.3 Proposal Cost** .....

The term of this contract shall be for: **THIRTY SIX (36) MONTHS** with a two (2) year option to extend the

contract if both parties agree in writing prior to the contract expiration date.

**4.3.1 Proposal Cost**

Offerors should include the total cost of the MEDICAL CONTROL SERVICES. Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

**Proposal Cost**

Proposal Cost is not an evaluation factor however; the City requests that respondents **submit a proposal cost for the services requested in this solicitation in a separate envelope** and write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope and mail or hand deliver to the address specified in Section 2.6, #4 Offer Submission Instructions.

**PROMPT PAYMENT**

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance by the City of El Paso of goods or services, and receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS:                    Please mark appropriate block.

- \_\_\_\_\_ % - 10 Days
- \_\_\_\_\_ % - 20 Days
- \_\_\_\_\_ % - 30 Days
- Net - 30 Days

**Late Payment fees will incur at the State of Texas statutory rate.**

**PART 5 - PROPOSAL EVALUATION.....**

**5.1 Evaluation Factors**

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFQ.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

| <b>EVALUATION FACTORS</b>  | <b>MAXIMUM POINTS</b> |
|--|-----------------------|
| A: Qualifications and Reputation                                       | 40 Points             |
| B: Extent to which the Proposed Services Meet the Municipality's Needs | 15 Points             |
| C: Experience with projects similar in scope and size                  | 15 Points             |
| D. Location and availability of resources                              | 10 Points             |
| E. Response of References  | 20 Points             |
| <b>TOTAL</b>   | <b>100 Points</b>     |

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of proposals on the basis of all these factors.

**5.2 Evaluation Factor Description**

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

**EVALUATION FACTOR A**

**Qualifications ..... 40 Points**

Evaluation factor A will be based on Offeror's Proposal /Statement of Qualifications. The proposal must include information about the firm's personnel, stating their proposed role in this project, education, title, related qualifications, past relevant experience and the date in which the person joined the firm. The qualification package shall specifically identify the personnel assigned. Submit a statement of qualifications, demonstrating experience and previous projects successfully completed. List of applicable medical or related degrees and certifications of key personnel working on this project.

**EVALUATION FACTOR B**

**Extent to which the Proposed Services Meet the Municipality's Needs..... 15 Points**

Evaluation factor B will be based on the completeness of Offeror's proposal with respect to specifications. At minimum a discussion of the consultant's general understanding of the scope of services requested is to be provided along with a list of the major work tasks to be performed.

**EVALUATION FACTOR C**

**Experience with projects similar in scope and size..... 15 Points**

Evaluation factor C will include relevant experience providing similar services for public sector entities. Include a statement of the firm's past appropriate experience, including a brief description of the project, the client's name, address, telephone number, website and email address. Also provide a description of the consultant's exact responsibilities on the project, and clarify whether this project is an example of the firm's experience or an individual's experience.

**EVALUATION FACTOR D**

**Location and availability of resources.....10 Points**

The proposer shall specify the firm's organization and how the organization anticipates to identify in detail the location and the availability of resources to be committed for this project within this RFQ.

**EVALUATION FACTOR E**

**Response of References .....20 Points**

Proposer shall identify its full client history for the last two (2) years, including any local Government Services excluding the City of El Paso departments and employees. The bidder shall provide at least three (3) references for which they have provided continuous similar services for at least the past two (2) years. The firm shall provide the names and telephone numbers and e-mail of the contract administrators for whom the work was performed. If you do not have three local Government contracts (specifically contracted for medical control services for Fire Department), then list contracts to complete this information. The references provided by vendor will be asked the following questions:

- 1. How well does the physician respond to contracted services? 5  
Points
- 2. What was your perception of the physician's knowledge of EMS response? 5 Points
- 3. How likely are you to recommend this physician/organization to someone else? 5 Points
- 4. ~~What is your overall satisfaction with the firm?~~ ~~5~~  
Points

| REFERENCE NAME | CONTACT NAME | E-MAIL | TELEPHONE NUMBER |
|----------------|--------------|--------|------------------|
|                |              |        |                  |
|                |              |        |                  |
|                |              |        |                  |

**MAXIMUM TOTAL POSSIBLE POINTS..... 100 Points**

**5.3 Evaluation and Award Process-General Information**

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. After the highest ranked offeror is selected by the evaluation committee, prompt payment discounts will be considered when making a determination that the negotiated price is fair and reasonable, providing the City is allowed at least ten (10) days in which to take advantage of the discount.
- D. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the Offer to be rejected.

**5.3.1 Evaluation and Award Process**

- A. An Evaluation Committee shall be established to evaluate responses based solely on the Evaluation Factors set forth below. Factors not specified in the RFQ will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFQ.

- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFQ will result in disqualification of an offeror's response.
- C. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this RFQ will involve a determination of the most favorable combination of various elements contained in this RFQ.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFQ. If required, only those respondents within the competitive range may be selected for an oral presentation and/or interview.
- F. A presentation/interview process may be arranged to assist the Evaluation Committee in differentiating those respondents within the competitive range. Points may be deducted or added to respondent's preliminary score as deemed necessary by the Evaluation Committee.
- G. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. If the City cannot come to an agreement with that offeror it will formally end negotiations with that respondent and begin negotiations with the next highest ranked respondent.
- H. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked respondent.
- I. Responses to this RFQ that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- J. The successful Offeror's response to this RFQ will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
- K. The City reserves the right to award this contract to one Respondent or to make multiple awards. The city may reject any or all offers if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

**PART 6 - MANDATORY SUBMITTALS .....**

|   |              |
|---|--------------|
| 6.1 Acknowledgement by Offeror.....                       | 20           |
| 6.2 Business Information Certification .....              | 21           |
| 6.3 Non-Collusion and Business Disclosure Affidavit ..... | 22           |
| 6.4 Indebtedness Affidavit.....                           | 24           |
| <b>VENDOR FORMS .....</b>                                 | <b>25-29</b> |
| <b>ATTACHMENT A - CONTRACT CLAUSES .....</b>              | <b>31-35</b> |

**Responsibility Determination**

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

**A. Financial Capacity Determination**

**FINANCIAL INFORMATION**

**Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

**Evidence of Financial Responsibility.**

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the Airport may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

**B. Technical Capacity Determination**

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.

**SECTION LEFT INTENTIONALLY BLANK**

**ACKNOWLEDGEMENT BY OFFEROR**

**The undersigned hereby acknowledges and agrees that:**

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(Corporate seal, if applicable)**

**BUSINESS INFORMATION CERTIFICATION**

Mark all that apply.

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise   |
| <input type="checkbox"/> Wholesaler               | <input type="checkbox"/> Asian - Pacific American  |
| <input type="checkbox"/> Retailer                 | <input type="checkbox"/> Black American  |
| <input type="checkbox"/> Franchised Distributor   | <input type="checkbox"/> Hispanic American   |
| <input type="checkbox"/> Factory Representative   | <input type="checkbox"/> Native American   |
| <input type="checkbox"/> Other _____              | <input type="checkbox"/> Woman Owned Business  |
| <input type="checkbox"/> Large Business           | <input type="checkbox"/> Handicapped   |
| <input type="checkbox"/> Small Business           | <input type="checkbox"/> Local Business Enterprise   |
|   | <input type="checkbox"/> HUB State Certified Historically Underutilized Business<br>(please furnish copy of Certification) |

**SMALL BUSINESS CONCERN:** Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

**DISADVANTAGED BUSINESS ENTERPRISE:** At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

**WOMAN-OWNED BUSINESS:** At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

**HANDICAPPED:** At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

**LOCAL BUSINESS ENTERPRISE:** A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

**HUB [HISTORICALLY UNDERUTILIZED BUSINESS]:** A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

\_\_\_\_\_  
Signature of Person Authorized to Sign Application

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



City Of El Paso  
Financial Services Department – Purchasing Division

**NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2014-281R MEDICAL CONTROL SERVICES-FIRE DEPARTMENT:

\_\_\_\_\_ (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

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*(Attach additional pages if needed)*

*Attached are the following:*

- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

**I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.**

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

(Rev. Sept. 2009)



**City Of El Paso  
Financial Services Department – Purchasing Division**

**INDEBTEDNESS AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereafter “*Affiant*”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: \_\_\_\_\_  
[Contracting Entity's Corporate or Legal Name] (hereafter, “*Contracting Entity*”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2014-281R MEDICAL CONTROL SERVICES-FIRE DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

**For Profit Entity (select below):**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):  
\_\_\_\_\_

**For Non-Profit Entity or Other (select below):**

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

**Contracting Entity:**

|                                  |  |
|----------------------------------|--|
| Name                             |  |
| Business Address [No./Street]    |  |
| City/State/Zip Code              |  |
| Telephone Number                 |  |
| Resident Address (if applicable) |  |
| City/State/Zip Code              |  |
| Telephone Number                 |  |
| Federal Tax ID Number            |  |
| Texas Sales Tax Number           |  |

**5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):**

|                                  |  |
|----------------------------------|--|
| Name                             |  |
| Business Address [No./Street]    |  |
| City/State/Zip Code              |  |
| Telephone Number                 |  |
| Resident Address (if applicable) |  |
| City/State/Zip Code              |  |
| Telephone Number                 |  |

\*\*Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "*Debt*" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "*Delinquent*" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:  
  
\_\_\_\_\_

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.  
  
\_\_\_\_\_

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

**Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.**

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

CITY OF EL PASO PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

Add Update Inactivate Vendor Contractual Employee City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: City Department: Tel. #

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name:

Street:

City: State Zip Code

Contact Name & Title:

Telephone # Fax #

E-Mail Address: Web Page:

VENDOR STATUS:

- (Yes ) (No ) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
(Yes ) (No ) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.)
( ) Black Americans ( ) Hispanic Americans
( ) Native Americans ( ) Asian-Pacific Americans
(Yes ) (No ) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
(Yes ) (No ) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
(Yes ) (No ) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
(Yes ) (No ) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

Pension Refund Mileage Reimbursement Settlement Travel Request Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

- Wages (Withholding / Default Class 7) Juror (No Withholding / No Default Class)
Goods (No Withholding / No Default Class) Services (Withholding / Default Class 7)
Settlement / Attorney Proceeds (Withholding / Default Class 14) Rental Property (Withholding / Default Class 1)
Medical & Healthcare (Withholding / Default Class 6) Stipend (No Withholding / No Default Class)
Garnishment Vendor (No Withholding / No Default Class) Corporation (No Withholding/ No Default Class)

Form **W-9**  
 (Rev. December 2011)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

|  |  |   |
|--|--|---|
| Print or type<br>See Specific<br>Instructions on page 2. | Name (as shown on your income tax return)  |   |
|  | Business name/disregarded entity name, if different from above   |   |
|  | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|  | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|  | City, state, and ZIP code  |   |
| List account number(s) here (optional)                   |  |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                        |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
| Social security number |  |  |  |  |  |  |  |  |  |
|                        |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity  |   | <b>FORM CIQ</b> |
|--|---|-----------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <b>OFFICE USE ONLY</b><br><hr/> Date Received |                 |
| <b>1</b> Name of person doing business with local governmental entity.   |   |                 |
| <b>2</b><br><br><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.<br><br>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)  |   |                 |
| <b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.   |   |                 |
| <b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.   |   |                 |

Amended 01/13/2006

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



## ATTACHMENT A CONTRACT CLAUSES

### 1. TYPE AND TERM OF CONTRACT

This is a REQUEST FOR QUALIFICATIONS Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

### 2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

### 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]** Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

### 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing

such gratuities.

**6. WARRANTY-PRICE**

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**7. RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**8. TERMINATION [Rev. 06/07/97]**

**A. Termination for Convenience**

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

**B. Termination for Default**

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

**9. ADDITIONAL REMEDIES [New 12/96]**

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

**10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]**

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

**11. FORCE MAJEURE [Rev. 06/07/97]**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

**12. ASSIGNMENT-DELEGATION**

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**13. WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**14. INTERPRETATION-PAROL EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

**15. APPLICABLE LAW**

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

**16. ADVERTISING**

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**17. AVAILABILITY OF FUNDS**

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

**18. VENUE**

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

**19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION**

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

2014-281R, MEDICAL CONTROL SERVICES

**20. COMPREHENSIVE GENERAL LIABILITY INSURANCE**

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence  
\$1,000,000.00 – General Aggregate  
\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Financial Services Department/Purchasing Division  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153  
Attn: VERONICA CAMPBELL, SR. PURCHASING AGENT

Please refer to Bid Number/Contract Number and Title in all correspondence.

**Failure to submit insurance certification may result in contract cancellation.**

**21. WORKERS' COMPENSATION**

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

**22. CONTRACT ADMINISTRATION**

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

VERONICA CAMPBELL  
SR. PURCHASING AGENT  
Telephone: (915) 541-4320  
Fax: (915) 541-4347  
Email: CAMPBELLVM@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, TX 79901-1153  
Attn: VERONICA CAMPBELL, SR. PURCHASING AGENT

Please refer to Bid Number/Contract Number and Title in all correspondence.

**23. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

**24. RIGHT TO AUDIT**

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

**25. COOPERATIVE PURCHASING**

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

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**EXHIBIT B**

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO  
PROPOSAL**



**TEXAS TECH UNIVERSITY**  
**HEALTH SCIENCES CENTER™**  
Paul L. Foster School of Medicine

Department of Emergency Medicine

**CITY OF EL PASO, TEXAS**

**RFQ: 2014-081R**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**MEDICAL CONTROL SERVICES**

**DUE DATE: DECEMBER 11, 2013**

**EVALUATION: DECEMBER 16, 2013**

**Contact Name: Brian K. Nelson, MD**

**Contact number: 215-4609**

**Contact e-mail address: [brian.nelson@ttuhsc.edu](mailto:brian.nelson@ttuhsc.edu)**

*Alyanda DeMetre*  
2013 DEC 11 PM 1:25

**REQUEST FOR QUALIFICATIONS**  
 ISSUED BY  
**THE CITY OF EL PASO**  
 PURCHASING & STRATEGIC SOURCING DEPARTMENT

**SOLICITATION NO: 2014-081R**

**DATE ISSUED: NOVEMBER 19, 2013**

**TITLE: MEDICAL CONTROL SERVICES  
 FIRE DEPARTMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:  
 2:00 PM, local time, WEDNESDAY, DECEMBER 11, 2013

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:  
 DIRECTOR  
 PURCHASING AND STRATEGIC SOURCING DEPARTMENT  
 CITY OF EL PASO**

**MAIL TO:**

**CITY OF EL PASO OR  
 PURCHASING AND STRATEGIC SOURCING DEPARTMENT  
 300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
 EL PASO, TEXAS 79901-1153**

**HAND DELIVER TO:**

**CITY OF EL PASO  
 PURCHASING & STRATEGIC SOURCING  
 DEPARTMENT, 1<sup>ST</sup> FLOOR  
 300 NORTH CAMPBELL  
 EL PASO, TEXAS 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:  
 VERONICA CAMPBELL, SR. PURCHASING AGENT  
 Telephone: [915] 541-4234 FAX: [915] 541-4347 Email: [CAMPBELLVM@elpasotexas.gov](mailto:CAMPBELLVM@elpasotexas.gov)

**EXPIRATION OF OFFERS**

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

| <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> |
|------------------|--------------|------------------|--------------|------------------|--------------|------------------|--------------|
| A001             | _____        | A002             | _____        | A003             | _____        | A004             | _____        |
| A005             | _____        | A006             | _____        | A007             | _____        | A008             | _____        |

**OFFER SUBMITTED BY**

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO**

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

**5001 EL PASO DRIVE**

STREET ADDRESS

P.O. BOX NUMBER

**EL PASO, TEXAS 79905**

CITY, STATE AND ZIP CODE

**(915) 215-4609**

TELEPHONE NUMBER

FAX NUMBER

**brian.nelson@ttuhsc.edu**

E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**OFFER EXECUTED BY [PLEASE PRINT]**

**Brian K. Nelson, M.D., Chairman, Department of Emergency Medicine**

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

*B.K. Nelson*

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

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TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER  
Paul L. Foster School of Medicine

Department of Emergency Medicine

December 11, 2013

Director  
Purchasing and Strategic Sourcing Department  
City of El Paso

**Subject: Submission for Request for Qualifications, Solicitation No. 2014-081R. Medical Control Services Fire Department**

Attached is the Texas Tech University Department of Emergency Medicine proposal to be considered in the bid for contract RFQ 2014-081R. We have attempted to answer all the elements of your Specifications, and would appreciate the opportunity to meet with you and discuss any further questions you have about this proposal.

Texas Tech has held this contract under a similar contract for the past 35 years and we seek to continue to improve our relationship with the City of El Paso into the future. We are committed to the provision of quality patient care in a cost effective, caring fashion to all our patients and students and hope our proposed services will be acceptable to the City of El Paso.

We believe this proposal reflects the desires of El Paso Fire Department in receiving the most necessary Medical Control services that the City of El Paso needs under its current size and future development. A brief summary of the suggested services the proposals follows:

1. Medical control services 24/7 will be provided by a group of qualified faculty physicians boarded or board eligible in the specialty of Emergency Medicine and post graduated physicians year 2 and 3.
2. On 1 September 2010, the division of EMS was dissolved. Medical training and control were assigned to the Division of Education, Dr. Veronica Greer -- director. Oversight of the medical control physicians defaulted to the chair, DEM.
3. Administrative costs will be lessened by this arrangement.

If any part of this proposal requires clarification, I will be happy to discuss it with the principals.

Sincerely,

A handwritten signature in black ink, appearing to read "BK Nelson".

Brian K. Nelson, M.D.  
Professor/Chair  
Department of Emergency Medicine

## INTRODUCTION

**Information about Texas Tech University** Texas Tech University is a state-supported, coeducational institution with a total student population of more than 29,000 located in the West Texas city of Lubbock. The Graduate School of Texas Tech, with a current enrollment of some 4,200 graduate and professional students, operates as an integral component of the university. In addition to the Graduate School, the university consists of the instructional colleges of Agricultural Sciences and Natural Resources, Architecture, Arts and Sciences, Business Administration, Education, Engineering, Human Sciences, and Visual and Performing Arts, the School of Law, and a number of special departments and divisions. The Texas Tech Health Sciences Center, Paul L. Foster School of Medicine (El Paso), functions as a separate institution that includes the School of Medicine, the School of Nursing, the School of Pharmacology and the School of Allied Health. Just recently thru Texas Legislature, May 2013, El Paso campus has become a separated free standing educational institution within Texas Tech University System.

Texas Tech University Health Sciences Center, Department of Emergency Medicine (DEM) has been associated with the City of El Paso since 1978, providing the City with Medical Direction (up to August 31, 2010), Medical Control, Medical Education (as requested), QA/QI and Infection Control (up to August 31, 2010). Texas Tech has 32 Emergency Medicine Faculty and 21 Residents that have provided 24/7 coverage of Medical Control to the City's EMS System. Each shift at UMC's Emergency Room insures that Faculty and Resident Physicians are staffed to insure coverage is attained for both in house care and Medical Control. Associated with University Medical Center (formally R.E. Thomason Hospital) and the only Level I Trauma Center for over 200 miles, as well as being part of the Paul L Foster School of Medicine, Texas Tech's Department of Emergency Medicine has excelled in its endeavors to provide the best possible emergency care to El Paso and surrounding areas.

All faculty are Board Certified or Board Eligible in Emergency Medicine and have attained vast experience in delivering on line medical advice to field EMS personnel. All Senior DEM Residents undergo a regimen of instruction prior to being allowed to become a Medical Control Physician. The Medical Director ensures that all Medical Control Physicians comply with the Medical Protocols.

The DEM has highly qualified educators with over 30 years of combined EMS experience in both pre-hospital care and field instruction. All educators are Texas State Licensed Paramedics with Bachelor's Degrees with one holding a MBA as well. The educational experience offered is unsurpassed and we are known throughout the entire area as an elite educational facility. All educators are National Association of Emergency Medical Service Educators (NAEMSE), Specialty Instructors in Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), International Trauma Life Support (ITLS) as well as being Texas State Certified Instructors. Our rapport with the El Paso Fire Department has involved the EMS Division Staff and Faculty Physicians supporting the City of El Paso during all training exercises. The DEM has supported the EPPD with staff and faculty during all emergency training and actual emergencies that included the Katrina Hurricane relief effort. During that effort, EMS Division personnel manned the assessment stations, treated incoming patients and supplied an emergency physician for 72 hours with no additional cost to the City.

**STATEMENT OF QUALIFICATIONS**

**PART A. MEDICAL CONTROL:**

**A: Qualifications**

- All Faculty Physicians are board certified or board eligible in Emergency Medicine, and licensed to practice medicine in the State of Texas, All residents Post Graduate Year 2 and 3 are graduated physicians in Medicine and practicing under Physician in Training permit. All credentials from faculty and residents providing medical control services are available thru Texas Medical Board / Public Verification. All Medical Control Physicians utilized by Texas Tech University Health Sciences Center in fulfilling the terms of this will comply with the protocols and standing orders as approved by the Medical Director of the City of El Paso EMS system.
- A list of all current physicians allowed to provide Medical Control is provided as Attachment A on this solicitation. Changes to list provided will be reported after 10 days of occurrence.
- DEM currently has 31 faculty physicians and 1 Non faculty physician:
 

|   |    |
|---|----|
| Chair, Department of Emergency Medicine | 1  |
| Professor                               | 2  |
| Assistant Professor                     | 21 |
| Instructor                              | 7  |
| No Faculty appointment                  | 1  |
- Residents currently serving:
 

|       |    |
|-------|----|
| PYG-2 | 12 |
| PYG-3 | 9  |

Due to the number of physicians participating in the service and number of pages allowed for this proposal, licenses for PGY2 and 3, and resumes for all physicians are not included but can be provided.

- DEM Physicians and Residents are covered by the Texas Tech University Health Sciences Center School of Medicine Professional Medical Malpractice Self Insurance Plan. See Attachments B and C for details.
- All Faculty and Resident Emergency Medicine Physicians undergo a Medical Control certification course conducted by the Medical Director. Once completed, the Medical Director authorizes certified Physicians to provide Medical Control advice. Resident Emergency Medicine physicians that shall provide Medical Control advice are Post Graduate Year 2 and 3.
- EMSS Orientation Training provided by the El Paso Fire Department for DEM Control Physicians will require an approved schedule by both City of El Paso and DEM. In order to facilitate the training requirements and physician work schedule restraints, the location will be at the Texas Tech University HSC campus with a time to be determined.
- Chairman of DEM, Vice chairman of DEM, and/or Director of Division of Education will meet at least of quarterly or as necessary with the Fire Chief or his designee, relevant City Department Heads, and/or other administrative officials of the City, on the operation of the EMS system.

**B: Extent to which the Proposed Services Meet the Municipality’s Needs**

TTUHSC – DEM has in place the resources necessary to provide “Medical Control”, for the City of El Paso EMS System. Following established protocols, Medical Control will be provided as follows:

- Continuous physician coverage, by two-way voice communications, twenty-four hours per day, seven days a week, to field personnel of the El Paso EMS System.
  - Medical Control Physicians will be available by voice contact for Pre-hospital EMS

## A4048-1

consultation either through radio or telephone by City Communications within one minute of being contacted by Fire Operations Personnel or Dispatch except when it is impossible due to communication equipment failure or non-availability of communications equipment.

Problems with equipment communication will be addressed immediately by DEM and El Paso EMS System.

- All DEM Control Physicians will comply with the Medical Practice Act and all administrative regulations proclaimed to include 22 TAC Section 197.3, as Medical Control Physicians to the City of El Paso EMS System.
- All DEM Control Physicians are ultimately responsible for pre-hospital care. This authority and responsibility shall be noted on all protocols and standing orders as approved by the EMSS Medical Director as a guide in providing guidance and medical care advice. Delegation of responsibility shall be consistent with the patient's health and welfare and shall be undertaken pursuant to the Medical Practice Act, which takes into account the skill, training, and experience of both physicians and Emergency Medical Technician.
- Medical control physicians will provide written reports or sworn statements to the City Attorney's Office as requested. Attend pre-trial conferences, depositions and trials arising out of his/her duties as medical Control Physician. Due to the nature of the practice of Emergency Medicine, consideration must be given to the allowances of duties and time physicians have to comply in the operation of the Emergency Room.
- Medical Control physicians who answer calls from El Paso Fire Dept. Personnel will fill out requested form in solicitation and fax it to Fire Dept. HQ, attention to EMS Chief. We encourage the possibility to place the requested form on line in a data base in the work station where information can be easily managed.

### C: Experience with projects similar in scope and size

Texas Tech University Health Sciences Center, Department of Emergency Medicine (DEM) has been associated with the City of El Paso since 1978, providing Medical Control and other EMS services. During the past three years, since September 1<sup>st</sup>, 2010, TTUHSC – DEM is providing the current medical control services that El Paso Fire Department requires to cover its critical service to the community of El Paso.

### D: Location and availability of resources

Associated with University Medical Center (formally R.E. Thomason Hospital), the only Level I Trauma Center for over 200 miles, Medical Control Services are provided from a location within the Emergency Room from the County Hospital located in 4815 Alameda, Ave. El Paso, TX 79905.

### E: Response of References

| REFERENCE NAME                               | CONTACT NAME        | E-MAIL                      | TELEPHONE NUMBER                             |
|--|---------------------|-----------------------------|--|
| El Paso Fire Department – City of El Paso    | Mario M. D'Agostino | DagostinoMM@elpasotexas.gov | 915-485-5608                                 |
| United States Border Patrol - El Paso Sector | Armando Alegre      | Armando.Alegre@cbp.dhs.gov  | Main (915) 775-1600<br>Office (915) 775-1640 |
| University Medical Center                    | Blas Meza           | BMeza@umcelpaso.org         | 915-521-7824                                 |

**Performance Controls, Standards and Procedures.**

- Audit: DEM will maintain all necessary documentation related to Medical Control as requested by the service agreement in accordance with City's record retention policy.
- Performance Standards: Texas Tech University HSC – Department of Emergency Medicine acknowledges that Performance standards will be delineated in the agreement, and request that any additional standards be mutually discussed and agreed upon in order to ensure compliance within the scope of Medical Control service.

***BUDGET SUBMISSION:***

The following charges for services requested are based on the description of activities set up on the Statement of Qualifications.

Charge for services include any required supplies or additional associated cost to perform the activities as outlined in this proposal.

**SERVICE**  
Medical Control  
Proposed

**BID FY: 2014-2016 – 36 months**

\$120,000, \$123,000, and \$126,000 respectively each year. Contacted services to increase by 3% after 3rd year if option is exercised by the City.

**Note: This offer will remain in effect for a period of 120 consecutive days from the date of receipt of this RFQ by the City of El Paso. This includes the scope of services described in the section: Statement of Qualifications.**

***LEGAL:***

There are no prior no pending civil or criminal litigation, involving a governmental agency or which may affect the performances of the services to be rendered.



## ATTACHMENT A CONTRACT CLAUSES

### 1. TYPE AND TERM OF CONTRACT

This is a REQUEST FOR QUALIFICATIONS Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

### 2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

### 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. ~~Neither the Contractor nor his employees will be~~ entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]  
Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

### 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing

such gratuities.

**6. WARRANTY-PRICE**

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**7. RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**8. TERMINATION [Rev. 06/07/97]**

**A. Termination for Convenience**

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

**B. Termination for Default**

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

**9. ADDITIONAL REMEDIES [New 12/96]**

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

**10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]**

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

**11. FORCE MAJEURE [Rev. 06/07/97]**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

**12. ASSIGNMENT-DELEGATION**

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**13. WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**14. INTERPRETATION-PAROL EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

**15. APPLICABLE LAW**

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

**16. ADVERTISING**

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**17. AVAILABILITY OF FUNDS**

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

**18. VENUE**

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

**19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION**

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

**20. COMPREHENSIVE GENERAL LIABILITY INSURANCE**

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

- \$1,000,000.00 – Per Occurrence
- \$1,000,000.00 – General Aggregate
- \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Financial Services Department/Purchasing Division  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153  
Attn: VERONICA CAMPBELL, SR. PURCHASING AGENT

Please refer to Bid Number/Contract Number and Title in all correspondence.

**Failure to submit insurance certification may result in contract cancellation.**

**21. WORKERS' COMPENSATION**

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

**22. CONTRACT ADMINISTRATION**

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

VERONICA CAMPBELL  
SR. PURCHASING AGENT  
Telephone: (915) 541-4320  
Fax: (915) 541-4347  
Email: CAMPBELLVM@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, TX 79901-1153  
Attn: VERONICA CAMPBELL, SR. PURCHASING AGENT

Please refer to Bid Number/Contract Number and Title in all correspondence.

**23. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

**24. RIGHT TO AUDIT**

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

**25. COOPERATIVE PURCHASING**

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

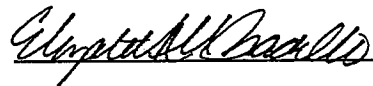
ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

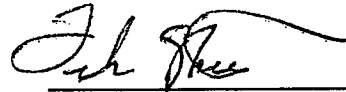
1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY:



By:



Name: Frank G. Stout

Title: Associate Academic Dean for Finance and Administration and Assistant Vice-President for Fiscal Affairs



(Corporate seal, if applicable)

**BUSINESS INFORMATION CERTIFICATION**

Mark all that apply.

- |                                     |                          |                          |   |
|-------------------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/>            | Manufacturer or Producer | <input type="checkbox"/> | Disadvantaged Business Enterprise   |
| <input type="checkbox"/>            | Wholesaler               | <input type="checkbox"/> | Asian - Pacific American  |
| <input type="checkbox"/>            | Retailer                 | <input type="checkbox"/> | Black American  |
| <input type="checkbox"/>            | Franchised Distributor   | <input type="checkbox"/> | Hispanic American   |
| <input type="checkbox"/>            | Factory Representative   | <input type="checkbox"/> | Native American   |
| <input checked="" type="checkbox"/> | Other <u>(below)</u>     | <input type="checkbox"/> | Woman Owned Business  |
| <input type="checkbox"/>            | Large Business           | <input type="checkbox"/> | Handicapped   |
| <input type="checkbox"/>            | Small Business           | <input type="checkbox"/> | Local Business Enterprise   |
|                                     |                          | <input type="checkbox"/> | HUB State Certified Historically Underutilized Business<br>(please furnish copy of Certification) |

\* Public Institution of Higher Education in the State of Texas

**SMALL BUSINESS CONCERN:** Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

**DISADVANTAGED BUSINESS ENTERPRISE:** At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

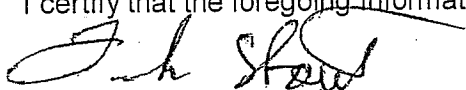
**WOMAN-OWNED BUSINESS:** At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

**HANDICAPPED:** At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

**LOCAL BUSINESS ENTERPRISE:** A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

**HUB [HISTORICALLY UNDERUTILIZED BUSINESS]:** A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.



Signature of Person Authorized to Sign Application  
**Associate Academic Dean for Finance and Administration and  
Assistant Vice-President for Fiscal Affairs**

Title

Date



A4048-1

City Of El Paso  
Financial Services Department – Purchasing Division

**NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned official, on this day, personally appeared Frank G. Stout, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2014-281R MEDICAL CONTROL SERVICES-FIRE DEPARTMENT:

Texas Tech University Health Sciences Center at El Paso (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

Certificate of Organization:

Texas Tech University Health Sciences Center at El Paso was established by the Legislature at Chapter 110 of the Texas Education Code. No certificate issued.

(Attach additional pages if needed)

Attached are the following:

- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

*[Handwritten Signature]*

Signature

SUBSCRIBED AND SWORN to before me on this 10th day of December, 2013.

*[Handwritten Signature]*

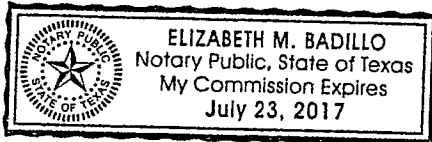
Notary Public

Elizabeth M Badillo

Printed Name

07/23/17

Commission Expires





**A4048-1**

**City Of El Paso  
Financial Services Department – Purchasing Division**

**INDEBTEDNESS AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned authority, on this day personally appeared Frank G. Stout [FULL NAME] (hereafter “Affiant”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

- Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
- Affiant is an authorized representative of the following company or firm: Texas Tech University Health Sciences Center at El Paso [Contracting Entity's Corporate or Legal Name] (hereafter, “Contracting Entity”).
- Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2014-281R MEDICAL CONTROL SERVICES-FIRE DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
- Contracting Entity is organized as a business entity as noted below (check box as applicable):

**For Profit Entity (select below):**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company

**For Non-Profit Entity or Other (select below):**

- Non-Profit Corporation
- Unincorporated Association

Other (Specify type in space provided below):

**Public Institution of Higher Education in the State of Texas**

- The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

**Contracting Entity:**

|                                  |     |
|----------------------------------|-----|
| Name                             | N/A |
| Business Address [No./Street]    | N/A |
| City/State/Zip Code              | N/A |
| Telephone Number                 | N/A |
| Resident Address (if applicable) | N/A |
| City/State/Zip Code              | N/A |
| Telephone Number                 | N/A |
| Federal Tax ID Number            | N/A |
| Texas Sales Tax Number           | N/A |

5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):

|                                  |     |
|----------------------------------|-----|
| Name                             | N/A |
| Business Address [No./Street]    | N/A |
| City/State/Zip Code              | N/A |
| Telephone Number                 | N/A |
| Resident Address (if applicable) | N/A |
| City/State/Zip Code              | N/A |
| Telephone Number                 | N/A |

\*\*Attach additional pages if necessary to supply the required names and addresses.

- 6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
- 7. Affiant understands that the term "Debt" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
- 8. Affiant understands that the term "Delinquent" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
- 9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

N/A

- 10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

N/A

- 11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

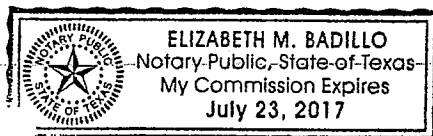
*[Handwritten Signature]*

Signature \_\_\_\_\_  
10th day of December, 2013.

*[Handwritten Signature]*  
Notary Public  
Elizabeth M. Badillo

Printed Name \_\_\_\_\_  
07/23/17  
Commission Expires \_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this



CITY OF EL PASO PURCHASING DEPARTMENT  
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

Add  Update  Inactivate  Vendor  Contractual Employee  City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: \_\_\_\_\_ City Department: \_\_\_\_\_ Tel. # \_\_\_\_\_

VENDOR SALES ADDRESS: If same as W-9 check box   
Company Name: Texas Tech University Health Sciences Center at El Paso

Street: 5001 El Paso Drive

City: El Paso State: TX Zip Code: 79905

Contact Name & Title: Ruben Paredes, Sr. Clinical Department Administrator

Telephone # (915) 215-4619 Fax # (915) 545-7338

E-Mail Address: ruben.paredes@ttuhsc.edu Web Page: \_\_\_\_\_

VENDOR STATUS:

- (Yes ) (No ) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
- (Yes ) (No ) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBBS include (Please mark one:):
  - Black Americans  Hispanic Americans
  - Native Americans  Asian-Pacific Americans
- (Yes ) (No ) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
- (Yes ) (No ) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
- (Yes ) (No ) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
- (Yes ) (No ) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

Texas Tech University Health Sciences Center at El Paso is an agency of the State of Texas

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

Pension  Refund  Mileage  Reimbursement  Settlement  Travel Request  Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

- Wages (Withholding / Default Class 7)  Juror (No Withholding / No Default Class)
- Goods (No Withholding / No Default Class)  Services (Withholding / Default Class 7)
- Settlement / Attorney Proceeds (Withholding / Default Class 14)  Rental Property (Withholding / Default Class 1)
- Medical & Healthcare (Withholding / Default Class 6)  Stipend (No Withholding / No Default Class)
- Garnishment Vendor (No Withholding / No Default Class)  Corporation (No Withholding / No Default Class)

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Texas Tech University Health Sciences Center at El Paso**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**5001 El Paso Drive**

City, state, and ZIP code  
**El Paso, TX 79905**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                        |  |  |   |  |  |  |  |  |
|------------------------|--|--|---|--|--|--|--|--|
| Social security number |  |  |   |  |  |  |  |  |
|                        |  |  | - |  |  |  |  |  |

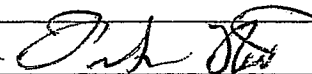
|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 7                              | 5 | - | 2 | 6 | 6 | 8 | 0 | 1 | 4 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶     Date ▶ **12/10/13**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity  |   | <b>FORM CIQ</b> |
|--|---|-----------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <b>OFFICE USE ONLY</b><br><hr/> Date Received |                 |
| <p><b>1</b> Name of person doing business with local governmental entity.</p> <p style="margin-left: 20px;"><b>Texas Tech University Health Sciences Center<br/>at El Paso</b></p>   |   |                 |
| <p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire.</p> <p style="margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>   |   |                 |
| <p><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="margin-left: 40px;"><b>None</b></p>  |   |                 |
| <p><b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="margin-left: 40px;"><b>None</b></p>  |   |                 |

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each affiliation or business relationship.

None

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7



Signature of person doing business with the governmental entity

12/10/13

Date

***FINANCIAL INFORMATION***

Texas Tech University Health Sciences Center at El Paso was established by Legislature at Chapter 110 of the Texas Education Code. As such organization, the institution is not classified as publicly organization, nor as privately organization.

Access to financial information from previous audited years is available for download, and is provided as part of this package.

**Texas Tech University Health Sciences Center  
ANNUAL FINANCIAL REPORT &  
A-133 AUDIT REPORT**

Financial information for Texas Tech University Health Sciences Center (TTUHSC) is included in the State of Texas Comprehensive Annual Financial Report (CAFR). The most recent report available is for the fiscal year ended August 31, 2012. The CAFR is available for download at <https://fm.xcpa.state.tx.us/fm/pubs/cafr/index.php>.

TTUHSC is audited as a part of the Single Audit of the State of Texas. This audit complies with the requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations". A separate audit is not completed for TTUHSC. The Statewide Single Audit is an annual audit for the State of Texas. It is conducted to ensure that the State complies with the Single Audit Amendments of 1998 and Office of Management and Budget (OMB) Circular A-133.

Please refer to <http://www.sao.state.tx.us/reports/> to view information related to the Statewide Single Audit of Texas. The audit consists of a financial and a federal portion. Both reports are submitted to the Federal Government to fulfill the Single Audit reporting requirements.

**Financial Portion** – The State Auditor's Office performs the financial portion of the Statewide Single Audit. A report is generally available in April following the fiscal year end. The most recent report available is for the fiscal year ended August 31, 2012. The report, including findings, recommendations and management responses to this audit, is available for download at <http://www.sao.state.tx.us/reports/main/13-555.html>. The scope of the audit includes an audit of the State's basic financial statements and a review of significant controls over financial reporting and compliance with applicable requirements as noted on page iv of the document.

**Federal Portion** – The State Auditor's Office contracted with KPMG, LLP, to perform the federal portion of the Statewide Single Audit. A report is generally available in March following the fiscal year end. The most recent report available is for the fiscal year ended August 31, 2012. The federal portion included a review of compliance and controls over the State's federal awards and an audit of the Schedule of Expenditures of Federal Awards. The report, including findings, recommendations and management responses to this audit, is available for download at <http://www.sao.state.tx.us/reports/main/13-322.html>.

**CLIENT LIST:**

- City of El Paso 1978 – Present
  - El Paso Fire Department / El Paso Police Department
    - Medical Control to the El Paso EMS System
    - Provided Medical Direction – Up to August 31, 2010
    - Provided Paramedical Instruction to the City of El Paso EMS System
      - Education - Up to August 31, 2010
        - Paramedic, Continuing Education
      - Specialty Courses Provided – Present as requested
        - ACLS, PALS, ITLS, PPC

Contact person: Mario M. D'Agostino Assistant Chief El Paso Fire Department  
416 N. Stanton, Suite 200 El Paso, Texas 79901 915-485-5608 DagostinoMM@elpasotexas.gov

- United States Border Patrol 2009 – Present
  - Provide Medical Direction to the El Paso and Marfa Sectors of the United States Border Patrol and Homeland Security.
  - Medical Control to the El Paso and Marfa Sectors of the United States Border Patrol and Homeland Security.
    - Education:
      - Continuing Education
      - EMT-Basic Refresher Courses

Contact Person: Armando Alegre. Operations Officer / El Paso Sector EMS Coordinator. 8001 Lockheed Dr. El Paso, TX. 79925 Main (915) 775-1600 Office (915) 775-1640  
Armando.Alegre@cbp.dhs.gov

- University Medical Center (formally R.E. Thomason Hospital) – 1973 to Present
  - Provide Emergency Room Physicians 24/7 (w/residents). UMC ER serves as the base for radio equipment utilized when providing medical control to EMS System.
  - Provide Instruction through the DEM for Resident Physicians and Medical Students
  - Education:
    - ACLS, PALS, APLS, Continuing Education, CME's

Contact Person: Blas Meza. Director of Emergency Department. 915-521-7824  
BMeza@umcelpaso.org

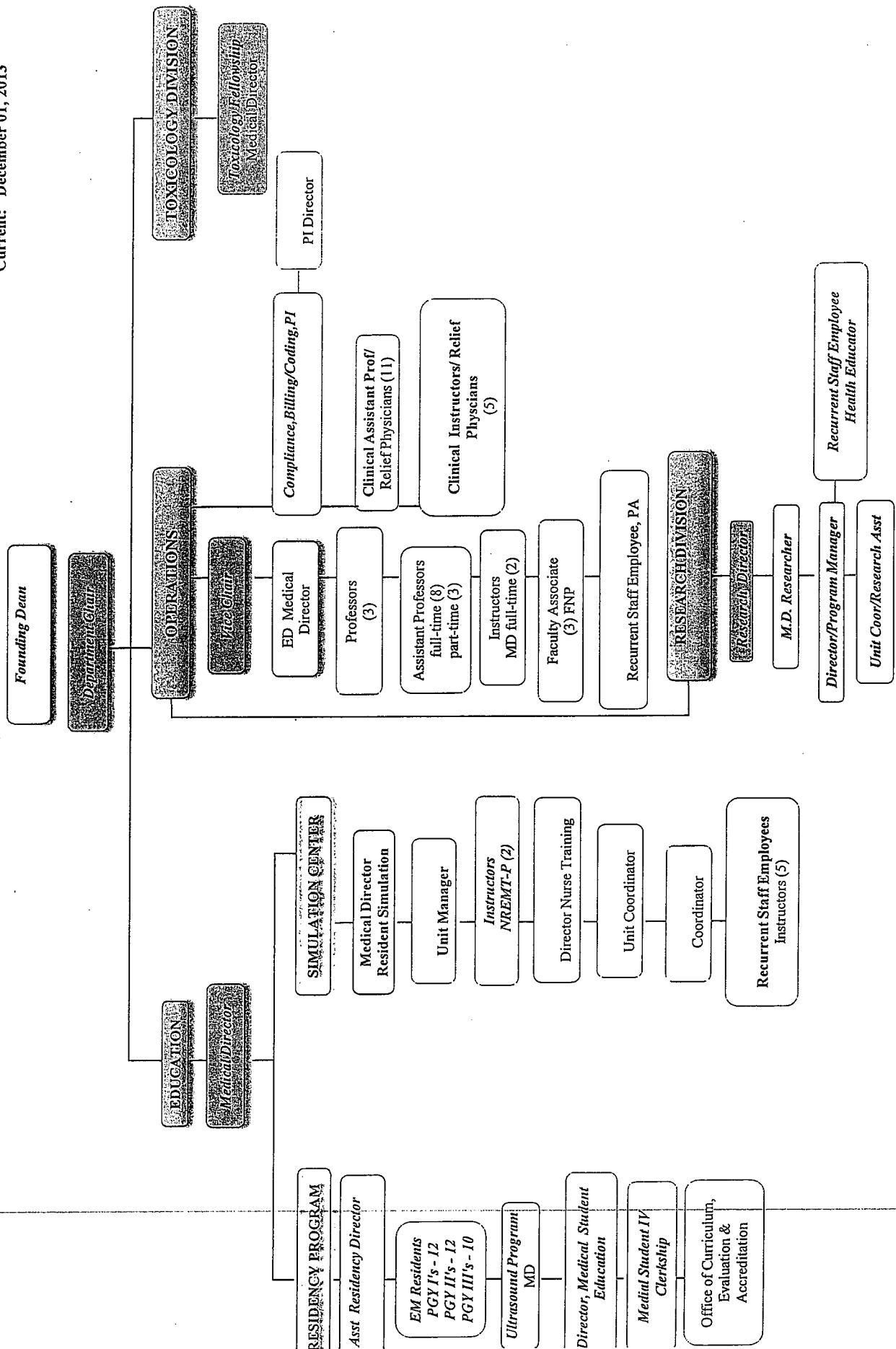
***ORGANIZATIONAL CHART:***

TTUHSC – DEM organizations is provided in a document additional to this. Organizational chart reflects the positions associated with this solicitation.

TTUHSC DEPARTMENT OF EMERGENCY MEDICINE  
 ORGANIZATIONAL CHART

Current: December 01, 2013

A4048-1



## ATTACHMENT A

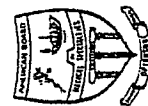
## LIST OF FACULTY PHYSICIANS

| Last Name | First Name | Type | Exper. | Title                                | Hire Date  |
|-----------|------------|------|--------|--------------------------------------|------------|
| ANDREWS   | NICHOLE    | MD   | 4 yrs  | Clinical Instructor                  | 7/1/2012   |
| BAKER     | RUSSELL    | DO   | 7 yrs  | Assistant Professor                  | 7/1/2006   |
| BORRON    | STEPHEN    | MD   | 29 yrs | Professor                            | 3/1/2009   |
| BROWN     | JAMES      | MD   | 19 yrs | Assistant Professor                  | 7/1/1994   |
| BRYAN     | EARL D     | MD   | 22 yrs | Assistant Professor Medical Director | 7/1/1991   |
| BUTLER    | JACK M     | MD   | 14 yrs | Assistant Professor                  | 7/1/1999   |
| CALERO    | SHANNA     | MD   | 5 yrs  | Assistant Professor                  | 7/1/2008   |
| CHAVEZ    | EDNA       | MD   | 6 yrs  | Assistant Professor                  | 11/18/2013 |
| CRAWFORD  | SCOTT      | MD   | 4 yrs  | Instructor                           | 7/1/2009   |
| DIAS      | AUGUSTO C. | MD   | 8 yrs  | Clinical Instructor                  | 7/1/2005   |
| GARCIA    | BRIANNA    | MD   | 5 yrs  | Assistant Professor                  | 7/1/2008   |
| GREENE    | SCOTT P.   | MD   | 17 yrs | Assistant Professor                  | 6/8/1992   |
| GREER     | VERONICA   | MD   | 24 yrs | Assistant Professor-Program Dir.     | 7/1/2001   |
| KIFER     | SHAWNA     | MD   | 10 yrs | Clinical Instructor                  | 7/1/2003   |
| KILGO     | ROBERT     | MD   | 19 yrs | Assistant Professor                  | 7/16/2013  |
| LOPEZ     | JOSE A     | MD   | 14 yrs | Clinical Instructor                  | 7/1/2005   |
| LOPEZ     | JOSUE      | MD   | 5 yrs  | Clinical Instructor                  | 7/1/2008   |
| MACKAY    | JOHN M     | MD   | 29 yrs | Assistant Professor-Vice Chair       | 7/1/1990   |
| MEZA      | AIDA       | MD   | 9 yrs  | Assistant Professor                  | 12/6/2011  |
| NELSON    | BRIAN K    | MD   | 38 yrs | Professor-Chair                      | 11/14/1983 |
| PARSA     | MICHAEL    | MD   | 15 yrs | Assistant Professor                  | 7/1/1999   |
| PATEL     | NAMRATA    | MD   | 6 yrs  | Assistant Professor                  | 8/20/2002  |
| REYES     | PRISCILLA  | MD   | 4 yrs  | Instructor                           | 7/1/2009   |
| RUCKER    | EBONY      | MD   | 7 yrs  | No Faculty Position                  | 4/16/2012  |
| SPENCER   | SUSAN      | MD   | 25 yrs | Assistant Professor                  | 4/15/2005  |
| STUMP     | ROBERT     | MD   | 19 yrs | Assistant Professor                  | 7/1/1998   |
| SUNG      | HELEN      | MD   | 18 yrs | Assistant Professor                  | 10/1/2013  |
| TAYLOR    | SABRINA    | MD   | 10 yrs | Assistant Professor                  | 7/1/2005   |
| VANKAWALA | HEMANT     | MD   | 12 yrs | Assistant Professor                  | 5/16/2012  |
| WELLS     | RADOSVETAM | MD   | 18 yrs | Assistant Professor                  | 3/18/2013  |
| WHITE     | JEREMY     | MD   | 18 yrs | Assistant Professor                  | 5/4/2012   |
| WOOLARD   | ROBERT     | MD   | 34 yrs | Professor                            | 9/1/2007   |

Board certified in EM document and resume are included only for Chairman, Vice Chairman, ED Medical Director and Program Director. Other are available to be provided.



American Board of  
Emergency Medicine



**American Board of Emergency Medicine**

Established for the Certification of Emergency Physicians Hereby  
Declares that

**BRIAN KEITH NELSON, M.D.**

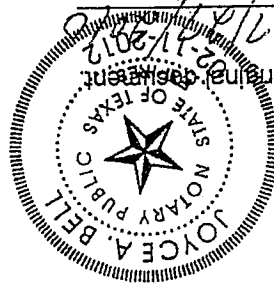
Has Successfully Fulfilled the Requirements of the Emergency Medicine  
Continuous Certification Program and is Certified as a Diplomate of the  
American Board of Emergency Medicine

**October 20, 2009 – December 31, 2019**

President Debra Rees, MD

Secretary Michael N. Nelson, MD

Certification Number 1859



I certify this is a true copy of the original document.  
Date 11/17/19  
Notary Public Joyce A. Bell  
Commission Expires: 02-11-2012

CURRICULUM VITAE

Brian K. Nelson MD MS FACEP

Present Position:

Professor (tenured) and Chair  
Department of Emergency Medicine  
Paul L Foster School of Medicine  
Texas Tech University Health Sciences Center

Address:

Work:

4801 Alberta Ave., Ste. B3200  
El Paso, TX 79905  
Phone: 915 545 7333  
Fax: 915 545 7338  
e-mail: Brian.Nelson@ttuhsc.edu

Date of birth: October 16, 1950

Citizenship: USA

Education:

B.S. in Biophysics, Trinity University, San Antonio, Texas, 1972.

M.D., Baylor College of Medicine, Houston, Texas, 1975.

M.S. in Clinical Research Design and Statistical Analysis, University of Michigan School of Public Health, 1995.

Graduate Medical Education:

Postgraduate year 1 in Surgery, Wilford Hall US Air Force Medical Center, San Antonio, Texas, 1975-76.

Residency in Emergency Medicine, Johns Hopkins Medical Institutions, Baltimore, Maryland, 1977-79.

1983-present: Texas Tech University Health Sciences Center  
Assistant Professor 1983-1989  
Associate Professor 1989-1998  
Professor 1998

Administrative positions held have included:

Clinical Chief, Emergency Medicine, Thomason General Hospital 1984-1996, 2008-present  
Residency Director 1986-1990, 1992-1993, 2003 to 2008.  
Director, Division of Emergency Medicine 1986-1990,  
Chairman, Department of Emergency Medicine 1990-1996.  
Administration of a budget in excess of \$3.5 million.  
Supervision of 7 full time, 10 part-time faculty, 24 residents, 2 Physician Assistants, and 12 support personnel.  
Clinical Chief of 54,000 visit, inner city, Level 1 Trauma, university teaching, emergency department.  
Research Director, Department of Emergency Medicine 1993-2007  
Professor and Chair Paul L Foster School of Medicine 2008- present.

U.S. Air Force Reserve

Commissioned a Second Lieutenant and retired (honorary) as Major.

1972-1983: Active Duty assignments as:

Medical Student, Surgical Resident, Flight Surgeon, Emergency Resident, and Chief, Emergency Medicine, Eglin Regional USAF Hospital (1980-1983).

1983-1996 Standby Reserve

1996 Honorary Retirement

Licensure and Certifications:

State: Texas

License: E-4564

Issued: August 1975

State: Florida

License: ME0038904

Issued: July 1981

Elapsed 1984 after leaving state

DEA Number: AN1246695

Texas DPS Number: V0053997

Certified by: American Board of Emergency Medicine  
No. 800823, December 1981  
Recertified: 1991, 1999  
Oral Examiner, 1988-2000  
Senior Oral Examiner 2000-2003

Certified by the American College of Cardiology in ECG interpretation 1998

Fellow of the American College of Emergency Physicians 1981 to present.

Advanced Cardiac Life Support, Provider 1978, Instructor 1979-present.

Advanced Trauma Life Support, Provider 1985, 1996, 2005.

Pediatric Advanced Life Support, Provider, 1997.

Advanced Pediatric Life Support Course Director 2007.

**Professional Organizations:**

American College of Emergency Physicians 1981-present.  
Councillor 1990-2001

Texas College of Emergency Physicians 1983-present  
Directors 1991- present.  
Chairman, Academic Affairs committee 1990-1991  
Secretary 1995-1996.  
Treasurer 1996-1997.  
President-Elect 1997-1998.  
President 1998-1999

Society for Academic Emergency Medicine 1983-present

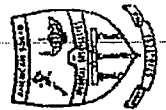
Texas Medical Association 1983-present.

El Paso County Medical Society 1983-present.

Association of Academic Chairs in Emergency Medicine 1990-1996.



American Board of  
Emergency Medicine



**American Board of Emergency Medicine**

Established for the Certification of Emergency Physicians Hereby  
Declares that

**EARL DAVID BRYAN, M.D.**

Has Successfully Fulfilled the Requirements of the Emergency Medicine  
Continuous Certification Program and is Certified as a Diplomate of the  
American Board of Emergency Medicine

**December 18, 2006 – December 31, 2016**

President     *T. DeWiggins MD*    

Secretary     *Patricia A. Moore MD*    

Certification Number     950100    

I certify this is a true and correct copy of the original document.  
Notary Public  
JOYCE A. BELL  
02-11-2012  
Date     9/23/08      
Notary Public Expires: 02-11-2012

**CURRICULUM VITAE**

**E. David Bryan, M.D. FAAEM**

**Present Position**

Assistant Professor  
Vice-Chair of Operations  
Department of Emergency Medicine  
Paul L. Foster School of Medicine  
Texas Tech University Health Sciences Center

Emergency Department Medical Director  
University Medical Center of El Paso

**Work Address**

4801 Alberta Avenue, Suite B3200  
El Paso, Texas 79905  
Phone: (915) 545-7333  
Email : david.bryan@ttuhsc.edu

Date of birth : November 5, 1964  
Citizenship : USA

**Education**

Bachelor of Arts in Biology  
University of Texas, August 1987

Doctor of Medicine  
University of Texas Medical School at Houston, May 1991

**Post-Graduate Training**

Emergency Medicine Residency  
Texas Tech University Health Sciences Center - El Paso  
July 1992 - June 1995

Transitional Internship  
Texas Tech University Health Sciences Center - El Paso  
July 1991 - June 1992

**Professional Employment**

1997 – present:  
Assistant Professor, Department of Emergency Medicine  
Texas Tech University Health Sciences Center – El Paso

Attending Emergency Physician, Thomason Hospital Emergency Department

---

1995-1997: Staff Emergency Physician, Columbia West Medical Center, El Paso, Texas

1995:1997: Staff Emergency Physician, Providence Memorial Hospital, El Paso, Texas

**Administrative Positions**

August 1999 – present

Medical Director, Thomason Hospital Emergency Department, El Paso, Texas  
60,000 visit E.D., Level I Trauma center, University Teaching Hospital

**Licensure and Certifications**

Texas Medical License, J-1896, issued November 1992

DEA number: BB3318777

Texas DPS number: 10082355

Certified by American Board of Emergency Medicine, December 1996  
Recertified 2 006

Fellow American Academy of Emergency Medicine

Advanced Cardiac Life Support, Provider

Advanced Trauma Life Support, Provider

Pediatric Advanced Life Support, Provider

**Professional Organizations**

American Academy of Emergency Medicine

Society for Academic Emergency Medicine

Texas Medical Association

El Paso County Medical Society

**Committees**

Thomason/Texas Tech Risk Management, August 1999 – 2005

Trauma Performance Improvement Committee, August 1999 - present

Co-investigator, NRMI II & III, January 1997 – March 2000

Acute MI and Unstable Angina Clinical Pathway Development

Community Acquired Pneumonia Pathway Development

Medical Staff Secretary, Thomason Hospital, 2001-2002

Thomason Hospital Information Management Committee, October 2001-present

Chairman - Thomason Hospital Medication Safety Subcommittee, 2004 - 2006

Chairman - Thomason Hospital Pharmacy & Therapeutics, 2004 – 2006

~~Medical Staff Performance Improvement Committee, August 1999 – August 2006~~

Medical Staff Performance Improvement Committee, January 2008 – present

Texas Tech Internal Medicine Internal Review committee member

**American Board of Emergency Medicine**

Established for the Certification of Emergency Physicians Hereby  
Declares that

*JOHN M. MACKAY, JR., M.D.*

Has Successfully Fulfilled the Requirements of the Emergency Medicine  
Continuous Certification Program and is Certified as a Diplomate of the  
American Board of Emergency Medicine

December 23, 2004 — December 31, 2014

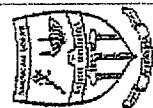
President *John S. McCaslin, MD*

Secretary *F. D. Wiggins MD*

Certification Number 930127



American Board of  
Emergency Medicine



**CURRICULUM VITAE****IDENTIFICATION:**

Name: **John M. MacKay, Jr., M.D.**  
Address: 4226 Lorna Rosada, El Paso, TX 79934  
Telephone: (915) 821-6716  
Birth Date/Place: July 26, 1958/Cleveland, OH

**EXPERIENCE:**

**01/2008-present** Assistant Professor, TTUHSC, Emergency Medicine, El Paso, TX  
Residency Director, TTUHSC, Transitional Residency Program, El Paso, TX

**06/2003 -12/07** Assistant Professor, TTUHSC, Emergency Medicine, El Paso, TX

**06/1997-05/2003** Assistant Professor & Residency Director, TTUHSC, Emergency Medicine,  
El Paso, TX

**07/1993 -06/1997** Assistant Professor & Assistant Residency Director, TTUHSC, Emergency  
Medicine, El Paso, TX

**07/1984-05/1990** Military Service, United States Navy, Roosevelt Rds, P.R.

**EDUCATION:****Undergraduate:**

School: University of Toledo, Toledo, OH  
Major: Biology  
Degree: B.S.  
Dates: 1976 - 1980

**Professional Education:**

School: Medical College of Ohio at Toledo, Toledo, OH  
Dates: 1980 - 1984  
Degree: M.D.

**Post Graduate Training:**

Residency:  
Hospital: Texas Tech Regional Academic Medical Center, El Paso, TX  
Specialty: Emergency Medicine  
Dates: 07/1990 - 06/1993

**Transitional Internship:**

Hospital: Portsmouth Naval Hospital, Portsmouth, VA  
Dates: 07/1984 - 12/1985

**Professional Memberships:**

American Academy of Emergency Medicine  
American College of Emergency Physicians  
Society for Academic Emergency Medicine  
~~El Paso County Medical Society~~  
Texas Medical Association

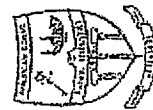
John M. MacKay, Jr., M.D.-C.V.

**LICENSURE:**

TX State #J4898  
DEA #BM3738993  
DPS #80085472  
ATLS Expires July 2009  
ACLS Provider Expires November 2009  
ABEM December 2014



American Board of  
Emergency Medicine



American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby  
Declares that

*VERONICA L. GREER, M.D.*

Has Successfully Fulfilled the Certification Requirements and is  
Declared a Diplomate of the American Board of Emergency Medicine

November 29, 2005 – December 31, 2015

President

*Jouis Jung*

Secretary

*Pat K. Sullivan*

Certification Number

35590

## CURRICULUM VITAE

Name: Veronica L. Greer, M.D.  
Address: 8725 Marble Drive, El Paso, TX 79904  
Telephone: (H) (915) 757-6688 (Cell) 253-2458  
Birth Date/Place: February 7, 1962 / Little Rock, AR

## EXPERIENCE:

10/15/04- Present Assistant Professor, Texas Tech Medical School, Thomason Hospital, El Paso, Texas

1992-2001 Attending Physician and Emergency Medicine Teaching Staff, JPS Health Network, University of Texas Southwestern Medical School, Fort Worth, TX

04/2000 – 06/2001 Vice Chair, Department of Emergency Medicine, JPS Health Network, Fort Worth, TX  
06/1998 – 09/1999  
06/1995 – 09/1999

09/1999 – 04/2000 Acting Chair, Department of Emergency Medicine, JPS Health Network, Fort Worth, TX  
04/1995 – 06/1998

1999-2001 Family Practice Physician, Lakewood Medical Clinic, Dallas, TX

1992-1993 Emergency Medicine Physician (per diem), St. Anthony's Hospital, Amarillo, TX

## EDUCATION:

## Undergraduate:

School: University of Texas- El Paso, El Paso, TX  
Major: Microbiology  
Degree: B.S.  
Dates: 1980 - 1984

## Professional Education:

School: University of Texas Health Sciences Center, Houston, TX  
Dates: 1985 - 1989  
Degree: Doctor of Medicine

## Post Graduate Training:

## Internship:

Hospital: John Peter Smith Hospital, Southwestern Medical School, Fort Worth, TX  
Specialty: Family Practice  
Dates: 1989- 1990

## Residency:

Hospital: John Peter Smith Hospital, Southwestern Medical School, Fort Worth, TX  
Specialty: Family Practice  
Dates: 1990- 1992

Residency: (Cont.)

Hospital: Texas Tech University Health Sciences Center School of Medicine, El Paso, TX  
Specialty: Emergency Medicine  
Dates: 07/2001 – 06/2004, Graduated June 2004

PROFESSIONAL ACTIVITIES:

- 2003 Regional Present, "Neuromuscular Weakness", SAEM, Boston, MA
- 2001 – 2002 Resident Representative, TCEP Board of Directors
- 1997 – 2002 Executive Committee Board Member, JPS Health Network, Fort Worth, TX
- 1997-2000 Emergency Physician Advisory Board, EMS, Fort Worth EMS System, Fort Worth, TX
- 1997 – 2000 Education Committee, JPS Health Network, Fort Worth, TX
- 1997 – 2000 Medical Practice Committee, JPS Health Network, Fort Worth, TX
- 1996 – 2000 Trauma Quality Improvement Committee, JPS Health Network, Fort

Worth, TX AWARDS AND HONORS:

- 2003 – 2004 Chief Resident, Department of Emergency Medicine, TTUHSC-El Paso
- 2004 Outstanding Resident, Department of Emergency Medicine, TTUHSC-El Paso
- 1991 – 1992 Chief Resident, Department of Family Medicine, John Peter Smith Hospital, Fort Worth, TX
- 1990 Outstanding Intern of the Year, John Peter Smith Hospital, Fort Worth, TX
- 1980-1984 Dean's List, Cardinal Key National Junior Honor Society, Beta Beta Beta National Honor Society University of Texas El Paso

PROFESSIONAL MEMBERSHIPS:

- 2003 Society of Academic Medicine
- 201 Emergency Medicine Residents Association
- 2001 Texas College of Emergency Physicians
- 1992 – Present American College of Emergency Physicians

LICENSURE:

TX State #H7610  
DEA #BG2366246  
DPS #Y0080138  
Board Certification, American Board of Family Practice December 31, 2012  
Board Certification, American Board of Emergency Medicine December 2015  
APLS Instructor, PALS Instructor  
ATLS provider  
ACLS provider

TEXAS MEDICAL BOARD  
PO BOX 20289 AUSTIN, TEXAS 78760-0289


PHYSICIAN FULL PERMIT

EXPIRATION DATE  
02-28-2014

LICENSE/PERMIT NUMBER  
P2188

NICHOLE RENÉE ANDREWS, MD  
DEPARTMENT OF EMERGENCY MEDICINE  
4801 ALBERTA SUITE B3500  
EL PASO, TX 79905-2707

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE. PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS.



|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| M9143   | 08/31/2015      |
| RUSSELL ANDREW BAKER, DO<br>772 BITTERSWEET PL<br>EL PASO TX 79922-2002 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN TEXAS 78765-2029   |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| M9143   | 08/31/2015      |
| RUSSELL ANDREW BAKER, DO<br>772 BITTERSWEET PL<br>EL PASO TX 79922-2002   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| G8789   | 11/30/2015      |
| STEPHEN W BORRON MD<br>3800 N. MAIN ST<br>PMB 507, STE A2<br>EL PASO TX 79902 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                       |                 |
|---|-----------------------|-----------------|
| TEXAS MEDICAL BOARD   |                       |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                       |                 |
|   | PHYSICIAN FULL PERMIT | EXPIRATION DATE |
| LICENSE/PERMIT NUMBER   |                       |                 |
| G8789   |                       | 11/30/2015      |
| STEPHEN W BORRON MD<br>3800 N. MAIN ST<br>PMB 507, STE A2<br>EL PASO TX 79902   |                       |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                       |                 |

**A4048-1**

JAMES MICHAEL BROWN MD  
4801 ALBERTA AVE STE B3200  
EL PASO TX 79905-2707

|   |                               |
|---|-------------------------------|
| TEXAS MEDICAL BOARD   |                               |
| IDENTIFICATION CARD   |                               |
| LICENSE/PERMIT NUMBER<br>J8476  | EXPIRATION DATE<br>11/30/2014 |
| JAMES MICHAEL BROWN MD<br>4801 ALBERTA AVE STE B3200<br>EL PASO TX 79905-2707 |                               |
| PHYSICIAN FULL PERMIT   |                               |

|   |                               |
|---|-------------------------------|
| TEXAS MEDICAL BOARD   |                               |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                               |
| PHYSICIAN FULL PERMIT   |                               |
| LICENSE/PERMIT NUMBER<br>J8476  | EXPIRATION DATE<br>11/30/2014 |
| JAMES MICHAEL BROWN MD<br>4801 ALBERTA AVE STE B3200<br>EL PASO TX 79905-2707   |                               |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                               |

EARL DAVID BRYAN, MD  
1114 BALTIMORE  
EL PASO, TX 78902

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE # 512/305-7010

| TEXAS MEDICAL BOARD   |                 |
|---|-----------------|
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER                                       | EXPIRATION DATE |
| J1898   | 11/30/2014      |
| EARL DAVID BRYAN, MD<br>1114 BALTIMORE<br>EL PASO, TX 78902 |                 |
| FULL PHYSICIAN PERMIT                                       |                 |

| TEXAS MEDICAL BOARD   |                 |
|---|-----------------|
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| FULL PHYSICIAN PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| J1898   | 11/30/2014      |
| EARL DAVID BRYAN, MD<br>1114 BALTIMORE<br>EL PASO, TX 78902   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS. |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L2828   | 05-31-2014      |
| JACK MANNING BUTLER, MD<br>3037 FEDERAL STREET<br>EL PASO TX 79930-4307 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L2828   | 05-31-2014      |
| JACK MANNING BUTLER, MD<br>3037 FEDERAL STREET<br>EL PASO TX 79930-4307   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

TEXAS MEDICAL BOARD  
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

P0557

EXPIRATION DATE

08/31/2015

SHANNA MICHELLE CALERO MD  
3033 TIERRA FRESNO DR  
EL PASO TX 79932-4752

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

N6215

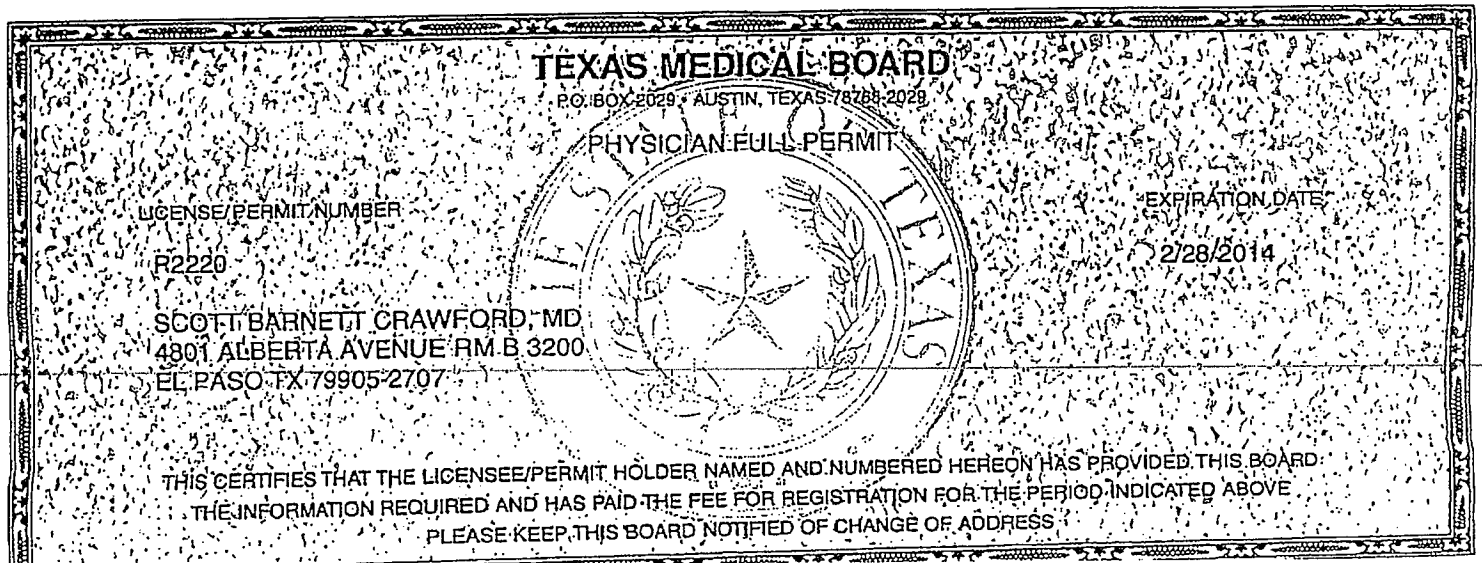
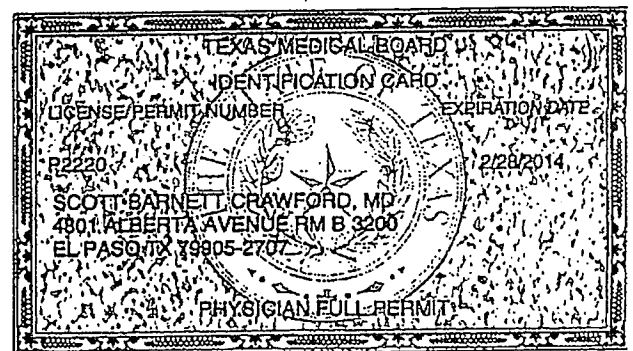
EXPIRATION DATE

08/31/2015

EDNA MELINA CHAVEZ-GELO MD  
1804 JULIA MAY PL  
EL PASO TX 79935-3203

THIS CERTIFIES THAT THE LICENSEE/PERMIT-HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010



CESAR AUGUSTO DIAS MD  
308 CORTE RIMINI WAY  
EL PASO TX 79932-3815

|  |                 |
|--|-----------------|
| TEXAS MEDICAL BOARD  |                 |
| IDENTIFICATION CARD  |                 |
| LICENSE/PERMIT NUMBER . . . . .  | EXPIRATION DATE |
| M7141  | 05/31/2015      |
| CESAR AUGUSTO DIAS MD<br>308 CORTE RIMINI WAY<br>EL PASO TX 79932-3815 |                 |
| PHYSICIAN FULL PERMIT  |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| M7141   | 05/31/2015      |
| CESAR AUGUSTO DIAS MD<br>308 CORTE RIMINI WAY<br>EL PASO TX 79932-3815  |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

**A4048-1**

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| N9056   | 02-28-2014      |
| BRIANA GARCIA, MD<br>1912 POINTE EAST<br>EL PASO, TX 79936-4025 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| N9056   | 02-28-2014      |
| BRIANA GARCIA, MD<br>1912 POINTE EAST<br>EL PASO, TX 79936-4025   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

SCOTT PATRICK GREENE MD  
710 POST OAK CT  
EL PASO TX 79932-2512

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| K2705   | 02/28/2015      |
| SCOTT PATRICK GREENE MD<br>710 POST OAK CT<br>EL PASO TX 79932-2512 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| K2705   | 02/28/2015      |
| SCOTT PATRICK GREENE MD<br>710 POST OAK CT<br>EL PASO TX 79932-2512   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

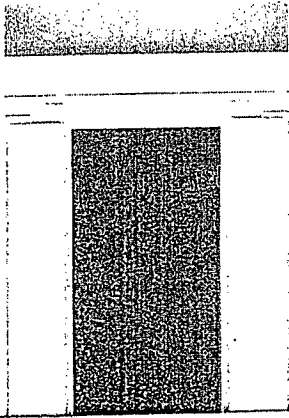
|  |                 |
|--|-----------------|
| TEXAS MEDICAL BOARD  |                 |
| IDENTIFICATION CARD  |                 |
| LICENSE/PERMIT NUMBER  | EXPIRATION DATE |
| H7610  | 02-28-2014      |
| VERONICA LATEE GREER, MD<br>8012 BIG BEND<br>EL PASO TX 79904-3027 |                 |
| PHYSICIAN FULL PERMIT  |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-1329  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| H7610   | 02-28-2014      |
| VERONICA LATEE GREER, MD<br>8012 BIG BEND<br>EL PASO TX 79904-3027  |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| M1830   | 08-31-2014      |
| SHAWNNA LEEANN KIFER, MD<br>TEXAS TECH UNIVERSITY E M<br>4801 ALBERTA AVE., B3200<br>EL PASO, TX 79905-2707 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| M1830   | 08-31-2014      |
| SHAWNNA LEEANN KIFER, MD<br>TEXAS TECH UNIVERSITY E M<br>4801 ALBERTA AVE., B3200<br>EL PASO TX 79905-2707  |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |



TEXAS MEDICAL BOARD  
IDENTIFICATION CARD

|                       |                 |
|-----------------------|-----------------|
| LICENSE/PERMIT NUMBER | EXPIRATION DATE |
| L6087                 | 11/30/2015      |

ROBERT W KILGO MD  
477 E 11TH ST  
DURANGO CO 81301-5347

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD  
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

|                       |                 |
|-----------------------|-----------------|
| LICENSE/PERMIT NUMBER | EXPIRATION DATE |
| L6087                 | 11/30/2015      |

ROBERT W KILGO MD  
477 E 11TH ST  
DURANGO CO 81301-5347

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY  
REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE  
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4057, AUSTIN, TEXAS 78773

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DEEM A CONTROLLED SUBSTANCE REGISTRATION OR THAT A CONTROLLED SUBSTANCE REGISTRATION MAY BE SUSPENDED OR REVOKED.



THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

|                     |                   |             |
|---------------------|-------------------|-------------|
| REGISTRATION NUMBER | DATE EXPIRES      | FILED       |
| Y0150678            | 05/31/2014        | YES         |
| LICENSURE           | BUSINESS ACTIVITY | DATE ISSUED |
| 2, 2N, 3, 3N, 4, 5  | PRACTITIONER      | 05/07/2013  |

REGISTERED NAME AND ADDRESS

JOSE ABRAHAM LOPEZ, MD  
704 TWIN HILLS  
EL PASO, TX 79912

REGISTRATION MUST BE READILY RETRIEVABLE AT ALL TIMES

TEXAS DEPARTMENT OF PUBLIC SAFETY

REGISTRATION NUMBER      DATE EXPIRES  
Y0150678                      05/31/2014

SCHEDULES

2, 2N, 3, 3N, 4, 5  
REGISTERED NAME AND ADDRESS  
JOSE ABRAHAM LOPEZ, MD  
704 TWIN HILLS  
EL PASO, TX 79912

|  |                        |
|--|------------------------|
| <b>TEXAS MEDICAL BOARD</b>   |                        |
| <b>IDENTIFICATION CARD</b>   |                        |
| <b>LICENSE/PERMIT NUMBER</b>   | <b>EXPIRATION DATE</b> |
| N8317  | 11/30/2015             |
| JOSUE EDWARD LOPEZ MD<br>603 SHILOH RD<br>MESILLA PARK NM 88047-9740 |                        |
| <b>PHYSICIAN FULL PERMIT</b>   |                        |

|   |                        |
|---|------------------------|
| <b>TEXAS MEDICAL BOARD</b>  |                        |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                        |
| <b>PHYSICIAN FULL PERMIT</b>  |                        |
| <b>LICENSE/PERMIT NUMBER</b>  | <b>EXPIRATION DATE</b> |
| N8317   | 11/30/2015             |
| JOSUE EDWARD LOPEZ MD<br>603 SHILOH RD<br>MESILLA PARK NM 88047-9740  |                        |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                        |

JOHN M MACKAY JR, MD  
4226 LOMA ROSADA DR  
EL PASO TX 79934-3771

|  |                               |
|--|-------------------------------|
| TEXAS MEDICAL BOARD<br>IDENTIFICATION CARD                           |                               |
| LICENSE/PERMIT NUMBER<br>J4898                                       | EXPIRATION DATE<br>11/30/2014 |
| JOHN M MACKAY JR, MD<br>4226 LOMA ROSADA DR<br>EL PASO TX 79934-3771 |                               |
| PHYSICIAN FULL PERMIT  |                               |

|   |                               |
|---|-------------------------------|
| TEXAS MEDICAL BOARD<br>P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029<br>PHYSICIAN FULL PERMIT  |                               |
| LICENSE/PERMIT NUMBER<br>J4898  | EXPIRATION DATE<br>11/30/2014 |
| JOHN M MACKAY JR, MD<br>4226 LOMA ROSADA DR<br>EL PASO TX 79934-3771  |                               |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                               |

**TEXAS MEDICAL BOARD**

P.O. BOX 2020 • AUSTIN, TEXAS 78768-2020

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

M5378

EXPIRATION DATE

11/30/2014

AIDA FRANCISCA MEZA MD  
1254 FRANKLIN RAVEN PL  
EL PASO TX 79912-7707

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

| TEXAS MEDICAL BOARD   |                 |
|---|-----------------|
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| E4564   | 08-31-2014      |
| BRIAN KEITH NELSON, MD<br>DEPT OF EMERGENCY MEDICINE<br>4801 ALBERTA<br>EL PASO TX 79905-2707 |                 |
| PHYSICIAN FULL PERMIT   |                 |

| TEXAS MEDICAL BOARD   |                 |
|---|-----------------|
| PO BOX 2029 - AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| E4564   | 08-31-2014      |
| BRIAN KEITH NELSON, MD<br>DEPT OF EMERGENCY MEDICINE<br>4801 ALBERTA<br>EL PASO TX 79905-2707   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L1690   | 02-28-2014      |
| MICHAEL DARIUS PARSA, MD<br>4801 ALBERTA AVENUE SUITE B-3200<br>EL PASO TX 79905-2707 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L1690   | 02-28-2014      |
| MICHAEL DARIUS PARSA, MD<br>4801 ALBERTA AVENUE SUITE B-3200<br>EL PASO TX 79905-2707   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

|                            |                 |
|----------------------------|-----------------|
| TEXAS MEDICAL BOARD        |                 |
| IDENTIFICATION CARD        |                 |
| LICENSE/PERMIT NUMBER      | EXPIRATION DATE |
| P0112                      | 5/31/2014       |
| NAMRATA MAHENDRA PATEL, MD |                 |
| 1508 CAMINO LAGO           |                 |
| IRVING TX 75039-3215       |                 |
| PHYSICIAN FULL PERMIT      |                 |

A4048-1

| TEXAS MEDICAL BOARD   |                 |
|---|-----------------|
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| N8976   | 02-28-2014      |
| PRISCILLA REYES, MD<br>8224 CATALPA LANE<br>EL PASO TX 79925-3809 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|  |                           |            |
|--|---------------------------|------------|
| DEA REGISTRATION NUMBER  | THIS REGISTRATION EXPIRES | FEE PAID   |
| FR2594376  | 04-30-2014                | \$551      |
| SCHEDULES  | BUSINESS ACTIVITY         | ISSUE DATE |
| 2,2N,<br>3,3N,4,5  | PRACTITIONER              | 05-23-2011 |
| REYES, PRISCILLA<br>4801 ALBERTA<br>#B3200<br>EL PASO, TX 79905-0000 |                           |            |

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL  
REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

| TEXAS DEPARTMENT OF PUBLIC SAFETY                      |              |
|--|--------------|
| OPS REGISTRATION NUMBER                                | DATE EXPIRED |
| 90179656   | 08/31/2012   |
| SCHEDULES  |              |
| (2, 2N, 3, 3N, 4, 5)                                   |              |
| REGISTERED NAME AND ADDRESS                            |              |
| PRISCILLA REYES MD<br>4815 ALAMEDA<br>EL PASO TX 79905 |              |

TEXAS MEDICAL BOARD  
 IDENTIFICATION CARD  
 LICENSE/PERMIT NUMBER: N7482  
 EXPIRATION DATE: 08-31-2014  
 EBONY RUCKER, MD  
 5041 ALABAMA ST APT 161  
 EL PASO TX 79930-2644  
 PHYSICIAN FULL PERMIT

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
 P.O. BOX 2029, AUSTIN, TX 78768-2018  
 PHONE# 512/305-7010

TEXAS MEDICAL BOARD  
 P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  
 PHYSICIAN FULL PERMIT  
 LICENSE/PERMIT NUMBER: N7482  
 EXPIRATION DATE: 08-31-2014  
 EBONY RUCKER, MD  
 5041 ALABAMA ST APT 161  
 EL PASO TX 79930-2644

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE. PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J5024

EXPIRATION DATE

02-28-2014

SUSAN E SPENCER, MD  
P.O. BOX 310  
FRISCO CO 80443-0310

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
**UNITED STATES DEPARTMENT OF JUSTICE**  
**DRUG ENFORCEMENT ADMINISTRATION**  
 WASHINGTON, D.C. 20537

**A4048-1**

|  |  |                                  |
|--|--|----------------------------------|
| DEA REGISTRATION NUMBER<br><b>BS8487838</b>                          | THIS REGISTRATION EXPIRES<br><b>02-28-2014</b> | FEE PAID<br><b>\$651</b>         |
| SCHEDULES<br><b>2,2N,3<br/>3N,4,5</b>                                | BUSINESS ACTIVITY<br><b>PRACTITIONER</b>       | DATE ISSUED<br><b>01-15-2011</b> |
| STUMP, ROBERT F MD<br>1608 VILLA DEL SOL STREET<br>EL PASO, TX 79911 |  |                                  |

Sections 304 and 1008 (21 U.S.C. 824 and 858) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.**

Form DEA-223 (05/04)

**TEXAS MEDICAL BOARD**

P.O. BOX 2029 • AUSTIN TEXAS 78769-2029

**PHYSICIAN FULL PERMIT**

LICENSE/PERMIT NUMBER  
**K7911**

EXPIRATION DATE  
**02/28/2015**

ROBERT FRANK STUMP MD  
 1608 VILLA DEL SOL  
 EL PASO TX 79911-3006

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
 PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

**TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE**

Texas Department of Public Safety

Texas Department of Public Safety, Controlled Substances Registration Section  
 10000 North Loop West, Houston, Texas 77037

**S0112276**

**09/30/2013**

**YES**

**2, 2N, 3, 3N, 4, 5**

**PRACTITIONER**

**08/24/2012**

ROBERT FRANK STUMP, MD  
 1608 VILLA DEL SOL  
 EL PASO, TX 79911



CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

Oct. 31. 2013 - 6:27AM

No. 0067 P 2  
A4048-1

TEXAS MEDICAL BOARD  
IDENTIFICATION CARD

|                                |                               |
|--------------------------------|-------------------------------|
| LICENSE/PERMIT NUMBER<br>L2683 | EXPIRATION DATE<br>11/30/2015 |
|--------------------------------|-------------------------------|

HELEN MINJUNG SUNG MD  
421 MESILLA VISTA LN  
EL PASO TX 79912-6423

PHYSICIAN FULL PERMIT

|   |   |                           |
|---|---|---------------------------|
| DEA REGISTRATION NUMBER<br>B97060310                            | THIS REGISTRATION FEE EXPIRES<br>02-28-2014 | PAID<br>\$561             |
| SCHEDULES<br>2, 2N, 3, 3N, 4, 5                                 | BUSINESS ACTIVITY<br>PRACTITIONER           | DATE ISSUED<br>01-02-2011 |
| SUNG, HELEN M MD<br>421 MESILLA VISTA LANE<br>EL PASO, TX 79912 |   |                           |

Helen M. Sung, MD FAAEM

is currently recognized by the  
American Academy of Emergency Medicine  
as an Emergency Medicine board certified physician, thereby having  
Advanced Resuscitation Expertise  
in pediatric, trauma and cardiac care.

Holder's  
Signature

*Helen M. Sung MD*  
Valid 2007, American Academy of Emergency Medicine

TEXAS DEPARTMENT OF PUBLIC SAFETY

|  |                            |
|--|----------------------------|
| DPS REGISTRATION NUMBER<br>70119817  | DATE EXPIRED<br>09/30/2014 |
| SCHEDULES<br>2, 2N, 3, 3N, 4, 5  |                            |
| REGISTERED NAME AND ADDRESS<br>HELEN MINJUNG SUNG, MD<br>421 MESILLA VISTA LANE<br>EL PASO, TX 79912 |                            |



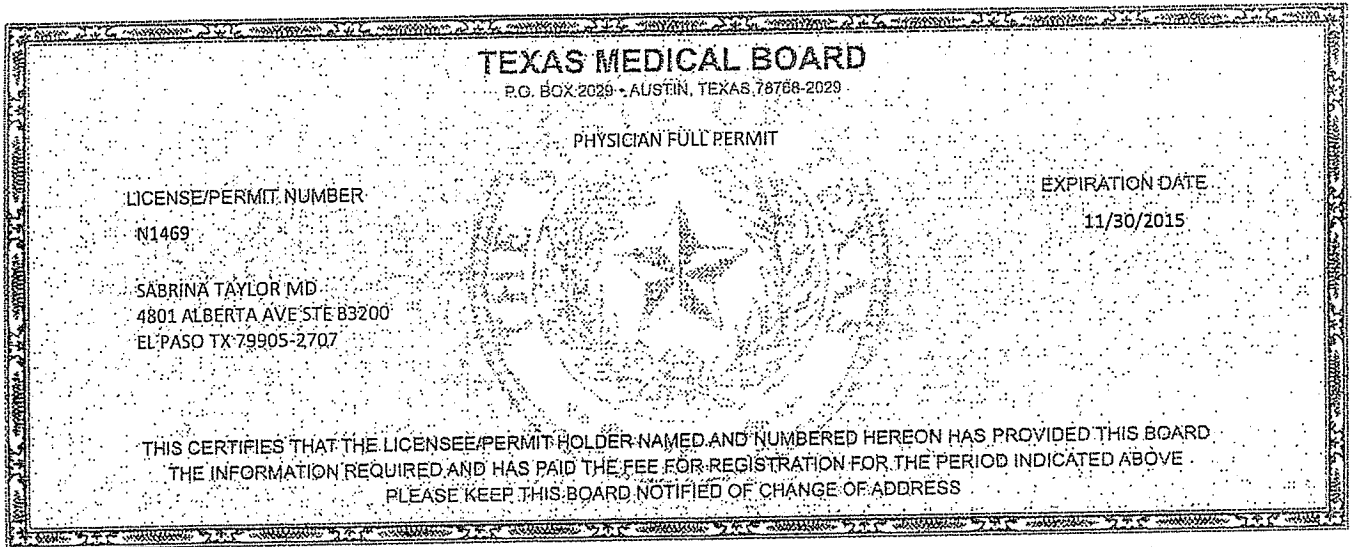
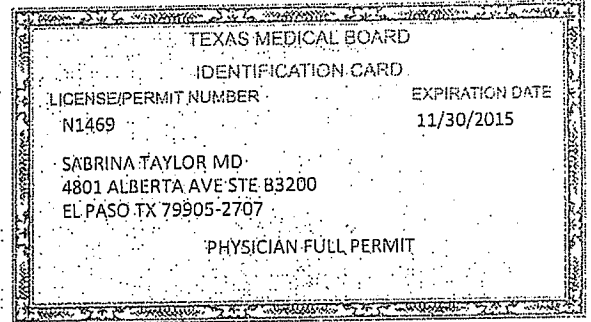
TEXAS MEDICAL BOARD  
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

|                                |                               |
|--------------------------------|-------------------------------|
| LICENSE/PERMIT NUMBER<br>L2683 | EXPIRATION DATE<br>11/30/2015 |
|--------------------------------|-------------------------------|

HELEN MINJUNG SUNG MD  
421 MESILLA VISTA LN  
EL PASO TX 79912-6423

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS



PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/395-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L7234   | 5/31/2014       |
| HEMANT HASMUKH VANKAWALA, MD<br>26791 HIGHWAY 380<br>AUBREY TX 76227-7654 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L7234   | 5/31/2014       |
| HEMANT HASMUKH VANKAWALA, MD<br>26791 HIGHWAY 380<br>AUBREY TX 76227-7654   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| IDENTIFICATION CARD   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L4064   | 83-12-014       |
| RADOSVETA NEDKOVA WELLS, MD<br>4950 MONTÓYA DR<br>EL PASO TX 79922-2046 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD   |                 |
| P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029  |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| L4064   | 83-12-014       |
| RADOSVETA NEDKOVA WELLS, MD<br>4950 MONTÓYA DR<br>EL PASO TX 79922-2046   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER  
P.O. BOX 2018, AUSTIN, TX 78768-2018  
PHONE# 512/305-7010

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD<br>IDENTIFICATION CARD                      |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| K8570   | 08-31-2014      |
| JEREMY C WHITE, MD<br>725 TAYOPA COURT<br>EL PASO TX 79932-2539 |                 |
| PHYSICIAN FULL PERMIT   |                 |

|   |                 |
|---|-----------------|
| TEXAS MEDICAL BOARD<br>P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029   |                 |
| PHYSICIAN FULL PERMIT   |                 |
| LICENSE/PERMIT NUMBER   | EXPIRATION DATE |
| K8570   | 08-31-2014      |
| JEREMY C WHITE, MD<br>725 TAYOPA COURT<br>EL PASO TX 79932-2539   |                 |
| THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD<br>THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE<br>PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS |                 |

TEXAS MEDICAL BOARD  
 IDENTIFICATION CARD  
 EXPIRATION DATE  
 11/30/2014  
 LICENSE/PERMIT NUMBER  
 N1960  
 ROBERT WOOLARD MD  
 6261 CAMINO ALEGRE DR  
 EL PASO TX 79912-2611  
 PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD  
 P.O. BOX 2000 • AUSTIN, TEXAS 78768-2000  
 PHYSICIAN FULL PERMIT  
 EXPIRATION DATE  
 11/30/2014  
 LICENSE/PERMIT NUMBER  
 N1960  
 ROBERT WOOLARD MD  
 6261 CAMINO ALEGRE DR  
 EL PASO TX 79912-2611  
 THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD  
 THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
 PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

## LIST OF RESIDENT PHYSICIANS

| PGY II:                          | Hire Date: |
|----------------------------------|------------|
| Russell Davidson, MD             | 12/1/2012  |
| Jonathan Mario Gutierrez, MD     | 7/1/2012   |
| Jorge Larez Heredia, MD          | 7/1/2012   |
| Teshy Varughese John, MD         | 7/1/2011   |
| Julie Ann Montemayor, MD         | 7/1/2012   |
| Casey Kylee Mullen, MD           | 7/1/2012   |
| Ann Margaret Elizabeth Nadon, DO | 7/1/2012   |
| Carlos Roberto Ortiz, MD         | 7/1/2012   |
| Maria Carmen Roman, MD           | 7/1/2012   |
| Nicole Hoegg Sneed, MD           | 7/1/2012   |
| Daniel Adam Solomin, DO          | 7/1/2012   |
| Enrique Villalobos, MD           | 7/1/2012   |

## PGY III:

|                              |          |
|------------------------------|----------|
| Alison Barrow, MD            | 7/1/2011 |
| Chad Alan Berryman, MD       | 7/1/2011 |
| Matthew William Brosseit, MD | 7/1/2011 |
| Dustin Lane Corgan, MD       | 7/1/2011 |
| Steven Lee Ellis, DO         | 7/1/2012 |
| Yu He, MD                    | 7/1/2011 |
| Phoebe Lee, MD               | 7/1/2011 |
| Garrett Merriman, MD         | 7/1/2011 |
| Lisa Moore, DO               | 7/1/2011 |

## ATTACHMENT B

In connection with Texas Tech University Health Sciences Center – El Paso's submission of its proposal in response to Solicitation No.: 2010-227R, the University is also submitting this letter in explanation of our self funded status and indemnification limitations.

The University, as a state entity, is restricted in its ability to indemnify third parties. In addition, while we cannot provide certificates of insurance as requested in the RFQ, perhaps the following, in addition to the attachment will adequately address and serve the applicable requirements set forth in the RFQ.

1. **[Part A. Medical Control, I. (3)]** 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. If state law does not address such limits, then limits shall be no less than \$400,000 per occurrence and \$1,200,000 in the aggregate, unless lower liability limits are set by law in the Texas Tort Claims Act, in which case the lower liability limits set by law shall apply.
2. **[Section B. CONTRACT CLAUSES, ARTICLE 4. INDEMNIFICATION]** As a state agency, Texas Tech University Health Sciences Center is restricted from indemnifying third parties. Please see the attachment that provides further explanation regarding indemnification limitations.
3. **[SECTION B. CONTRACT CLAUSES, ARTICLE 20. COMPREHENSIVE GENERAL LIABILITY INSURANCE]** The Texas Tort Claims Act, Chapter 101, Section 101.021, V.T.C.A., Civil Practice and Remedies Code provide the protection for Texas Tech University System and components for personal injury and property damage. The limits of liability are \$100,000 per person, \$250,000 for the institution, and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence or damage to or destruction of property. Therefore, we do not purchase commercial liability insurance.
4. **[SECTION B. CONTRACT CLAUSES, ARTICLE 21. WORKER'S COMPENSATION]** Texas Tech University Health Sciences Center is self funded for Worker's Compensation benefits provided by Article 8309b, V.T.C.S. and Texas Labor Code Chapter 501.

## ATTACHMENT C

## EXPLANATION OF INDEMNIFICATION LIMITATIONS

The State of Texas is immune from liability and from suit with respect to most causes of action against it under the doctrine of sovereign immunity. This means that the State of Texas cannot be sued in its own courts without its legislative's consent. *Walsh v. The University of Texas*, 196 S.W.2d 993 (Texas Civ. App. – El Paso 1942, writ ref'd). The Texas Constitution provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. Article 3, Sections 50-52, Texas Constitution. Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies to the putative indemnitee.

The Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code) provides a waiver of the State of Texas' sovereign immunity with respect to liability and suits against governmental units like Texas Tech University System and its component institutions for property damage and personal injury (including death) proximately caused by the wrongful act or omission or the negligence of an employee acting within the scope of his or her employment. But, the property damage, injury, or death must have arisen out of the operation or use of a motor vehicle or motor-driven equipment or the condition or use of other personal or real property. Section 101.021. In cases falling within the parameters of the Texas Tort Claims Act, Texas has in effect consented to be liable and to be sued for the negligence of its employees and thus, the University can indemnify third parties against costs they may incur proximately caused by such negligence in the operation, condition or use of property. The limits of this liability are: (i) \$100,000 each person, \$250,000 for the institution for bodily injury or death, up to \$500,000 per occurrence, and (ii) \$100,000 per occurrence for damage to or destruction of property.

## INSURANCE

## GENERAL LIABILITY

It is stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above.

One exception to the above stated policy of the state authorizes agencies and institutions of the state to acquire commercial automobile insurance for the use and benefit of their employees who operate state owned, motorized vehicles and special equipment.

## WORKER'S COMPENSATION

Employees of Texas Tech University System are provided Worker's Compensation Coverage under Texas Labor Code, Chapter 501.



TEXAS TECH UNIVERSITY SYSTEM

December 6, 2013

Office of General Counsel  
(Professional Liability Division)

**CERTIFICATE OF SELF-INSURANCE**

**COVERED PHYSICIAN:** TTUHSC El Paso Physicians

**EFFECTIVE DATE:** Date of employment – Date of resignation

This is to advise you that the Board of Regents of Texas Tech University has approved a Plan for Professional Medical Malpractice Self-Insurance, pursuant to the authority granted by TEX. EDUC. CODE ANN. § 59.02, providing full-time medical doctors, doctors of osteopathy, oral surgeons, student health doctors, podiatrists, interns, residents, fellows and medical students of Texas Tech University Health Sciences Center with medical professional liability protection in the following amounts, *unless lower liability limits are set by law, in which case the lower limits set by law shall apply.*

| Category           | Occurrence Coverage |                           |
|--------------------|---------------------|---------------------------|
|                    | Per Claim           | Aggregate per Participant |
| Faculty Physician  | \$400,000.00        | \$1,200,000.00            |
| Resident or Fellow | 100,000.00          | 300,000.00                |
| Student            | 25,000.00           | 75,000.00                 |

The limits of liability set out above were approved by the Board of Regents of Texas Tech University Health Sciences Center on August 2, 1985, effective September 1, 1985. This schedule applies only to causes of action arising from incidents or actions occurring on or after September 1, 1985.

The Self-Insurance Plan's liability is limited to the lesser of the individual physician's(s') coverage or \$1,000,000 per incident for claims filed prior to September 1, 2003, or \$300,000 per incident for claims filed after September 1, 2003.

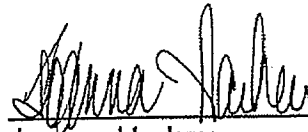
Conditions for participation are described in the text of the plan which is available in the handbook. Among the conditions for participation are the following:

- 1) Coverage as stated above shall commence on the effective date shown above and shall cease on the day when employment with, or assignment to, Texas Tech University Health Sciences Center is terminated;

- 2) Coverage shall extend to all duly authorized off-campus assignments;
- 3) Coverage for "moonlighting" under the Plan is excluded and prohibited;
- 4) It is mandatory that the insured, upon becoming aware of any injury, actual or alleged, whether by direct knowledge or written notification thereof, shall advise their department chairperson, who in turn shall notify the Texas Tech University/Texas Tech University Health Sciences Center Office of General Counsel (refer to the TTUHSC Medical Self-Insurance Plan brochure).

This Certificate is intended only for your immediate information, being only the advice that such protection has been effected subject to the particular terms, conditions and limitations of the approved Plan of Self-Insurance and the interpretation thereof by the Board of Regents or its authorized representative.

*This Certificate of Self-Insurance was provided to: Margie Calderon, Unit Manager, Paul L. Foster School of Medicine, Department of Emergency Medicine, via email to: [Margaret.calderon@ttuhsc.edu](mailto:Margaret.calderon@ttuhsc.edu)*



---

Joanna Harkey  
Senior Associate General Counsel  
Director, Professional Liability Division

**EXHIBIT C**

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO  
PROPOSAL COST**

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

BY ELECTRONIC TRANSMITTAL AND CERTIFIED MAIL

January 27, 2014

Texas Tech University  
Health Sciences Center at El Paso  
5001 El Paso Drive  
El Paso, Texas 79905  
(915) 215-4609  
Attn: Brian K. Nelson, M.D.

REFERENCE: Cost Determination for # 2014-081R Medical Control Services

Dear Dr. Nelson,

The City of El Paso has received and evaluated your proposal and has scored it. In addition, the City of El Paso has reviewed the following cost proposal.

| 2014-0891R Medical Control Services (Cost Proposal) |                |
|---|----------------|
| Year  | Cost           |
| Year 1  | \$120,000      |
| Year 2  | \$123,000      |
| Year 3  | \$126,000      |
| 2 Year Option                                       | Cost           |
| Year 1  | (not provided) |
| Year 2  | (not provided) |

In response to your offer, the City of El Paso is requesting your review and resubmission of offer. The City of El Paso is proposing the following cost: (see page 2)



Mayor

Oscar Leesa

City Council

District 1

Ann Morgan Lilly

District 2

Larry Romero

District 3

Emma Acosta

District 4

Carl Robinson

District 5

Dr. Mitchell R. Noe

District 6

Eddie Holguin Jr.

District 7

Lily Limon

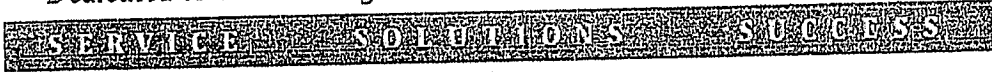
District 8

Cortney C. Niland

City Manager

Joyce A. Wilson

Dedicated to Outstanding Customer Service for a Better Community



Page 2  
 2014-081R Medical Control Services  
 Cost Determination

| 2014-0891R Medical Control Services<br>(City of El Paso Proposed Cost) |           |
|--|-----------|
| Year   | Cost      |
| Year 1   | \$113,300 |
| Year 2   | \$116,700 |
| Year 3   | \$120,200 |
| 2 Year Option Cost   |           |
| Year 1   | \$123,806 |
| Year 2   | \$127,520 |

Please provide final cost for these services:

| 2014-0891R Medical Control Services |           |
|-------------------------------------|-----------|
| Year                                | Cost      |
| Year 1                              | \$115,000 |
| Year 2                              | \$118,450 |
| Year 3                              | \$122,000 |
| 2 Year Option Cost                  |           |
| Year 1                              | \$125,665 |
| Year 2                              | \$129,430 |

Mayor  
 Cesar Reyes

City Council

District 1  
 Ann Morgan Lilly

District 2  
 Larry Romero

District 3  
 Emma Acosta

District 4  
 Carl L. Robinson

District 5  
 Dr. Michel F. Nbs

District 6  
 Eddie Holduin Jr

District 7  
 Lily Limon

District 8  
 Corney C. Nlanca

City Manager  
 Joy C. Wilson

**EXHIBIT D**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** is entered into on \_\_\_ February, 2014 by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and Texas Tech Health Sciences Center at El Paso, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, CITY has engaged BUSINESS ASSOCIATE to perform medical control services;

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

**WHEREAS**, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

**WHEREAS**, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE**, CITY and BUSINESS ASSOCIATE agree as follows:

**A. HIPAA Terms**

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means University.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
  - a. The disclosure is required by law; or
  - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
  - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
  - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
  - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
  - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter

into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

**e. Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

**f. Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

**g. Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

**h. Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

- i. Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas

Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

#### **B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of February \_\_, 2014, and shall remain in effect for the same term of the Medical Control service Agreement for which this Agreement is Exhibit D or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or

created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

**C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.

4. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
5. **Indemnification.** To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

#### D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either

party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: City of El Paso  
Department of Public Health  
Attention: Director  
5115 El Paso Drive  
El Paso, TX 79905

BUSINESS ASSOCIATE: Texas Tech University Health Sciences Center at El Paso  
ATTN: \_\_\_\_\_  
5001 El Paso Drive  
El Paso, TX 79905

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any

modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement: Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

*(Signatures follow on next page)*

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

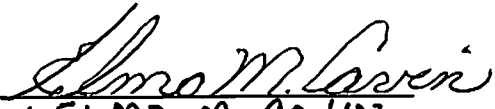
*Signature Page*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of February, 2014.

CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

BUSINESS ASSOCIATES

Signature:   
Name Printed: ELMO M CAVIN  
Title: EXECUTIVE VICE PRESIDENT

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert Resendes, Director  
Health Department