

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

IMPLEMENTATION LETTER

The purpose of this Implementation Letter is to provide a record of and further interpret the clinical training affiliation agreement between Texas A&M University Health Science Center (“TAMHSC”), health related institution under the administration of Texas A&M University (“TAMU”), a member of the Texas A&M University System (“A&M” System”) an agency of the state of Texas on behalf of the College of Medicine (the “SCHOOL”) and Austin Diagnostic Clinic the (“HOST AGENCY”) with respect to a clinical training experience for the SCHOOL’S students (each a “student” and together the “students”), and the agreement of the TAMHSC and HOST AGENCY to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement dated June 4, 2015 (the “AAMC Agreement” and together with this Letter, the “Agreement”, which is hereby incorporated by reference, without modification or exception except as specified below. TAMHSC and HOST AGENCY are sometimes referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, TAMHSC and HOST AGENCY originally entered into the AAMC Uniform Clinical Training Affiliation Agreement and Implementation Letter effective on June 1, 2017, (the “Original Agreement”); and

WHEREAS, TAMHSC and HOST AGENCY desire to amend and restate the Original Agreements in their entirety with this Agreement as of the execution hereof.

NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

The following terms shall be in addition to those contained in the AAMC Agreement. To the extent of any conflict between the terms of the AAMC Agreement and the terms of this Letter, this Letter shall control.

1. SCHOOL shall have the authority and be responsible for the selection, assignment, coordination and evaluation of the educational learning experiences of the Students placed at HOST AGENCY. HOST AGENCY and SCHOOL shall work together and comply with SCHOOL’s medical curriculum objectives and requirements (the “Program”), including but not limited to, any documentation required for accreditation or regulatory reasons to effectuate the Program.
2. Faculty/Instructor Requirements.
 - a) SCHOOL and HOST AGENCY shall regularly communicate in writing regarding the names of the HOST AGENCY physicians proposed to teach the Students such that SCHOOL is able to properly appoint to the SCHOOL faculty, if necessary, prior to such physicians performing any teaching or preceptor services to ensure SCHOOL’s medical education program requirements are met. Physicians who wish to teach Students must be approved by SCHOOL and appointed to the faculty of SCHOOL prior to performing any teaching or preceptor services. Such faculty appointments will be in accordance with the rules, regulations, policies and procedures of the SCHOOL and/or TAMU and SCHOOL shall retain the right to remove any such faculty appointments at its sole discretion.

- b) All physicians and other instructors from the HOST AGENCY that have teaching responsibilities for the Students, including but not limited to residents, fellows and other healthcare professionals ("Instructors"), will comply with all applicable academic related rules, regulations, policies and procedures of the SCHOOL and/or TAMU in connection with the Program, including but not limited to, the SCHOOL's Guidelines for Adjunct Faculty Appointments available at <https://medicine.tamhsc.edu/faculty-affairs/faculty-app.html>.
 - c) All Instructors will comply with the SCHOOL's Faculty Development Policy and the Preparation of Resident and Non-Faculty Instructors Policy attached hereto and incorporated herein as Exhibit A-1.
3. Clinical Rotations Scheduling and Learning Objectives. SCHOOL shall provide to HOST AGENCY in writing on an annual basis (a) the clinical rotations that are necessary to meet the requirements of the SCHOOL's third and fourth year medical curriculum, (b) the learning objectives for each rotation outlining the concepts and skills that the Students are expected to learn during such the rotation, and (c) the responsibilities of the HOST AGENCY physicians that will have teaching responsibilities for the Students. HOST AGENCY shall comply with these requirements.
4. Insurance
- a) HOST AGENCY acknowledges that, because TAMU is an agency of the state of Texas, liability for the tortious conduct of employees of SCHOOL or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of SCHOOL is provided by SCHOOL as mandated by the provisions of Chapter 502, Texas Labor Code. SCHOOL shall have the right, at its option, to (a) obtain liability insurance protecting SCHOOL and its employees and property insurance protecting SCHOOL's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by SCHOOL as a result of its operations under the Agreement.
 - b) HOST AGENCY recognizes that the Students, upon payment of a pre-set fee at time of enrollment, are provided claims-based medical liability coverage. Such policy shall provide for coverage during such times as the Students are on the premises of HOST AGENCY.
 - c) At no time shall the Students be considered legal representatives, employees or agents of SCHOOL or HOST AGENCY. The Students are not entitled to receive payment for services rendered, replace or substitute for a SCHOOL or HOST AGENCY health care provider, or possess authority to enter into any form of agreement on behalf of SCHOOL or HOST AGENCY.
5. No Referral Obligation

The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use HOST AGENCY facilities, or the admission or referral of any patients to HOST AGENCY or any other facility or service related to HOST AGENCY.

6. Term

This Letter and the Agreement shall be effective on the date stated herein for an aggregate period not to exceed three (3) years (the "Term") provided either party may terminate this Letter and the Agreement without cause by giving ninety (90) days written notice to the other. Notwithstanding any of the foregoing, in the event of termination without cause, all Students accepted or enrolled in SCHOOL at the time notice of termination is given shall be able to complete their degrees and receive clinical training at HOST AGENCY.

7. Compensation

As compensation for providing its facilities and personnel to assist SCHOOL in the furtherance of its mission and purpose, SCHOOL agrees to pay HOST AGENCY the sum of One Hundred Dollars and No Cents (\$100.00) per unit, as defined in and subject to the terms set forth in Exhibit D of the corresponding "AAMC Uniform Clinical Training Affiliation Agreement" between Parties where student(s) is supervised directly by HOST AGENCY.

All sums due HOST AGENCY shall be paid by SCHOOL within 30 days upon receipt of a properly prepared and submitted invoice or certification of completion of scheduled units by HOST AGENCY. Certification will be provided to SCHOOL by authorized representatives of HOST Agency. Payment will be made in accordance with the state of Texas procurement guidelines.

8. Use of Name

Each Party agrees not to use the name, service mark or logo of the other Party without the other Party's prior written consent. Any use of the TAMHSC's and/or SCHOOL's name, mark or logo will be in accordance with TAMU's Standard Administrative Procedure, 09.02.99.M0.03, Licensing and Trademark Usage (available at <http://rules.tamu.edu/PDFs/09.02.99.M0.03.pdf>). The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the relationship created by (or the services to be provided pursuant to) this Agreement.

9. Notices

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email (to the extent a facsimile number or email address is set forth below) or other commercially reasonable means and will be effective when actually received. Each Party can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

For SCHOOL:

Texas A&M College of Medicine
Attn: Associate Dean for Finance &
Administration
8447 Riverside Parkway
Bryan TX, 77807

For HOST AGENCY:

Austin Diagnostic Clinic
Attn: Chief of Legal
12221 MoPac Expressway North
Austin, TX 78758-1111

Phone: (979) 436-0208
Email: COM-Contracts@tamu.edu

With a copy to TAMHSC:

Texas A&M University Health Science Center
Associate Vice President & Chief Financial
Officer
8441 Riverside Parkway, Suite 3100
Bryan, TX 77807

10. Compliance with Laws, Policies and Accreditation

- a) The Parties acknowledge that this Agreement is subject to, and the Parties agree to comply with all applicable local, state and federal laws, rules, and regulations in the performance of this Agreement.
- b) The Parties agree to comply with the requirements of the Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). In the event that the Students are determined to be part of HOST AGENCY's workforce (as referenced in Section F of the AAMC Agreement), the Students shall be required to fully comply with all HOST AGENCY requirements of its workforce. Such activities include, but are not limited to: 1) compliance with and participation in any required HOST AGENCY training regarding patient privacy and security; 2) compliance with HOST AGENCY patient information access safeguard procedures; 3) use or disclose of protected health information only as required to (i) complete the educational purposes of this Agreement or (ii) for a Student or faculty's necessary services under this Agreement.
- c) HOST AGENCY is and will continue to be fully accredited by The Joint Commission or other applicable accreditation agencies. SCHOOL is and will continue to be fully accredited as a medical school. HOST AGENCY shall, on reasonable advance notice require, permit representatives of SCHOOL and academic accreditation agencies to inspect its facilities, the services made available for the placement of the Students, the Student records, or other information in connection with the Program for the sole purpose of accreditation or the accreditation process.
- d) The SCHOOL and the HOST AGENCY will not discriminate, sexually harass, or retaliate against any employee, applicant or Student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either the SCHOOL or the HOST AGENCY be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the SCHOOL and the HOST AGENCY will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. The SCHOOL takes responsibility for training its Students on its nondiscrimination policies and grievance procedures, and the HOST AGENCY takes responsibility for training its employees on its nondiscrimination policies and grievance procedures. Failure to meet the terms of this section may result in the SCHOOL or the HOST AGENCY terminating this agreement immediately, notwithstanding the provisions of Section 6 of this Agreement.

11. Indemnification and Hold Harmless.

- a) SCHOOL. To the extent permitted by the laws and Constitution of the State of Texas, TAMHSC agrees to indemnify and hold harmless HOST AGENCY, their trustees, officers, employees and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of TAMHSC, the SCHOOL or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.
- b) HOST AGENCY. HOST AGENCY agrees to indemnify and hold harmless the SCHOOL, its trustees, regents, officers, employees and agents from and against any and all third party claims, costs, actions, causes of action, losses or expenses to the extent resulting from or caused by the negligent or otherwise wrongful actions of HOST AGENCY, its agents or employees pertaining to the activities and obligations under this Agreement.
- c) If both SCHOOL and HOST AGENCY are negligent or otherwise at fault or strictly liable without fault, the obligations of indemnification shall continue, but each Party shall indemnify the other only to the extent of the damages and injuries attributable to such indemnifying party.

12. Miscellaneous.

- a) Non-Waiver: HOST AGENCY expressly acknowledges that TAMHSC is an institution of TAMU, which is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC and or TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- b) Audits: HOST AGENCY understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the state of Texas Auditor's Office, or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds. HOST AGENCY agrees to cooperate with Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- c) Dispute Resolution: The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve and claim for breach of contract made by HOST AGENCY against SCHOOL that cannot be resolved in the ordinary course of business. HOST AGENCY shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with HOST AGENCY in an effort to resolve the claim.
- d) Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, HOST AGENCY agrees that any payments owing to HOST AGENCY under this Agreement may be applied directly toward certain debts or delinquencies that HOST AGENCY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- e) Loss of Funding: Performance by SCHOOL under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, SCHOOL will issue written notice to HOST AGENCY and SCHOOL may terminate this Agreement without further duty or obligation hereunder. HOST AGENCY acknowledges that appropriation of funds is beyond the control of SCHOOL.
- f) Certification regarding Boycotting Israel: Pursuant to Chapter 2270, Texas Government Code, HOST AGENCY certifies HOST AGENCY (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. HOST AGENCY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- g) Certification regarding business with certain countries and organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, HOST AGENCY certifies HOST AGENCY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. HOST AGENCY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- h) Public Information Act: HOST AGENCY acknowledges that TAMHSC and SCHOOL are obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement as well as any other disclosure of information required by applicable Texas law or order of a court having competent jurisdiction.
- i) Governing Law: The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- j) Venue: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMHSC shall be in the County in which the primary office of the chief executive officer of TAMHSC is located. At the execution of this Agreement such county is Brazos County, Texas.
- k) Force Majeure: Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.
- l) Execution and Modification: This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- m) Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- n) Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

Modifications or Exceptions (if none, please indicate by writing “none”):

1. Section A5 under **Responsibilities of the SCHOOL** (Page 2 of 9) removed and replaced as follows:

SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with SCHOOL. SCHOOL shall notify the student of HOST AGENCY’s requirement for evidence of successful criminal background check results, health and immunization records, and proof of negative drug test results prior to the first day of their learning experience. SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY’s policies and practices, and that the cost of any such test will be paid by the student. All students shall pass a medical examination acceptable to HOST AGENCY prior to their participation in the learning experience at HOST AGENCY at least once a year or as otherwise required by applicable laws. SCHOOL and/or the student shall be responsible for arranging for the student’s medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the learning experience at HOST AGENCY. In no event shall HOST AGENCY be financially or otherwise responsible for said medical care and treatment. Students will present the following health records on the first day of their educational experience at HOST AGENCY. Students will not be allowed to commence experiences until all records are provided:

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug screen.

The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (*not required for students younger than 21 years of age*);
- (iv) Violent Sexual Offender and Predator Registry Search;
- (v) HHS/OIG List of Excluded Individuals/Entities;
- (vi) GSA List of Parties Excluded from Federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated

Nationals (SDN); and

(viii) Applicable State Exclusion List, if available.

2. SCHOOL will and will require that each student keeps strictly confidential and holds in trust all non-public information of HOST AGENCY, including all patient information, and refrains from disclosing such confidential information to any third party without the express prior written consent of HOST AGENCY, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process or as required by law or court order after HOST AGENCY is permitted an opportunity to minimize the potential harmful effects of such disclosure.
3. Only those students who apply for and are accepted to a rotation at HOST AGENCY through ClinicianNexus or a similar program in use by HOST AGENCY will be permitted to rotate to Host Agency pursuant to this agreement.
4. SCHOOL will require each student to complete and submit the Confidentiality and Security Agreement attached hereto as **Exhibit B**, before the student is permitted to participate in the Program onsite at Hospital.
5. SCHOOL shall require each Student to sign a Statement of Responsibility, in the form attached hereto as **Exhibit C**.
6. SCHOOL shall advise Student to provide evidence to the HOST AGENCY of any required criminal background checks and drug test issued by PreCheck, and that the cost of any such test will be paid by the student. HOST AGENCY shall provide instructions to SCHOOL for student to access PreCheck and appropriately forward test results to HOST AGENCY prior to any rotation at HOST AGENCY.
7. Section O, Entire Agreement, add to the end of the Section:

This Agreement supersedes all prior agreements between the Parties related to the subject matter hereof.

[Signatures on Following Page]

This IMPLEMENTATION LETTER is effective on June 1, 2020, regardless of the date when signed by all Parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL: TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF THE COLLEGE OF MEDICINE

By: Greg Hartman

Signature: _____

Title: Senior Vice President and
Chief Operating Officer
Health Science Center

Date: _____

HOST AGENCY: AUSTIN DIAGNOSTIC CLINIC

Signature: _____

Date: _____

Address: _____

