



AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT IMPLEMENTATION LETTER

The purpose of this Implementation Letter ("Letter") is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for one or more of the SCHOOL'S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement, dated June 16, 2014 (the "Agreement"), which is hereby incorporated by reference, without modification or exception except as specified below.

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

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

1. Insurance

HOST AGENCY acknowledges that, because SCHOOL 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.

HOST AGENCY recognizes that medical students, upon payment of a pre-set fee at time of enrollment, are provided limited medical liability coverage under the HSC-COM Medical Liability Program. Such policy shall provide for coverage during such times as the medical students are on the premises of HOST AGENCY.

At no time shall medical students be considered legal representatives, employees or agents of SCHOOL or HOST AGENCY. Medical 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.

2. Public Information

HOST AGENCY acknowledges that SCHOOL is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Letter or the Agreement.

3. Non-Waiver

HOST AGENCY expressly acknowledges that SCHOOL is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by SCHOOL of its right to claim such exemptions, privileges, and immunities as may be provided by law

4. 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.

5. No Referral Obligation

The parties acknowledge and agree that the 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. Force Majeure

Neither Party is required to perform any term, condition, or covenant of the 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.

7. Governing Law

The validity of the 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.

8. Venue

The Agreement is performable in Brazos County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against SCHOOL shall be in the county in which the primary office of the chief executive officer of SCHOOL is located. At the execution of the Agreement, such county is Brazos County, Texas.

9. Term

This Letter and the Agreement shall be effective on the date stated herein for an aggregate period not to exceed three (3) years provided either party may terminate the Agreement without cause by giving ninety (90) days written notice to the other.

10. 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. The parties will mutually agree in advance upon any public announcements, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to) the Agreement.

11. 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 where student(s) is supervised directly by HOST AGENCY as outlined in Exhibit A.

All sums due HOST AGENCY shall be paid by SCHOOL within 30 days upon receipt of certification of completion of scheduled units by HOST AGENCY. Certification will be provided to SCHOOL by authorized representative of HOST AGENCY. Payment will be made in accordance to the State of Texas procurement guidelines.

AAMC Uniform Clinical Training Affiliation Agreement**12. 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.

13. Faculty Appointment

Physicians who wish to teach Students at HOST AGENCY must be approved by SCHOOL and appointed to the faculty of SCHOOL prior to performing any teaching or preceptor services to Students.

This LETTER and the Agreement are effective on **June 1, 2016**, regardless of the date when signed by all parties. The individuals executing this LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Agreement and further agree to comply with its terms except as noted above.

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

By: Barry C. Nelson, Ph.D.

Signature: _____

Title: Vice President for Finance and
Administration

Date: _____

Address: Office of the Vice Dean
Round Rock Campus
Attn: Vice Dean
3950 North A.W. Grimes
Round Rock, TX 78665

With copy to TAMHSC:

Texas A&M Health Science Center
Vice President for Finance & Administration
200 Technology Way, Suite 2079
College Station, TX 77845-3424



AAMC Uniform Clinical Training Affiliation Agreement

HOST AGENCY: V&M Pedaitrics d/b/a Bee Well Pediatrics of Central Texas

By: Jessica A. Morgan, MD

Signature: _____

Title:

Date: _____

Address: 12005 Bee Cave Road, Suite 2A
Austin, TX 78738
512-225-0766
drmorgan@beewellaustin.com or info@beewellaustin.com