ADDENDUM 1
Additional Terms and Conditions

1. Insurance and Indemnification

1.1 Insurance Coverage for TAMHSC and any TAMHSC's Representatives

COM shall keep and maintain professional coverage for itself and each individual providing Services on behalf of TAMHSC with such insurance companies, issued upon such forms and containing such limitations as reasonably acceptable to Hospital. Professional liability insurance, however, shall not be required if neither TAMHSC nor any TAMHSC's Representative is providing any services that are professional or clinical. Insurance company shall be rated in a manner satisfactory to both parties. As a minimum, such insurance shall provide coverage in the amount of Five Hundred Thousand Dollars ($500,000) per occurrence, One Million Five Hundred Thousand Dollars ($1,500,000) in the aggregate. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the term of the Agreement; and upon the termination of the Agreement, or the expiration or cancellation of the insurance, TAMHSC shall purchase, or arrange for the purchase of, either (i) an extended reporting endorsement ("Tail Coverage") for the maximum period that may be purchased from its insurer (ii) "Prior Acts" coverage from the new insurer with a retroactive date on or prior to the date TAMHSC (or TAMHSC's Representative, as the case may be) began performing Services at Hospital or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall be kept and maintained without cost or expense to Hospital. In the event TAMHSC does not purchase the required coverage, Hospital, in addition to any other rights it may have under the terms of the Agreement or under law, shall be entitled, but not obligated, to purchase such coverage. Hospital shall be entitled to immediate reimbursement from TAMHSC for the cost thereof. Hospital may enforce its right of reimbursement through set-off against any sums otherwise payable to TAMHSC or any TAMHSC's Representative who failed to maintain the required coverage. TAMHSC shall provide Hospital with a certificate or certificates of insurance certifying the existence of all coverage required hereunder. TAMHSC shall request its or their insurance carriers to provide Hospital with not less than thirty (30) days prior written notice in the event of a change in the liability policies of TAMHSC.

2. Audit Right

During the Term of the Agreement and for a period of ninety (90) days thereafter, Hospital shall have the right to review and audit TAMHSC's books and records for whatever period of time is necessary to ensure compliance with this Agreement and applicable laws and regulations.
PROGRAM LETTER ADDENDUM NO. 7
BETWEEN
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE
AND
BAYLOR SCOTT & WHITE HEALTH

The terms and conditions of this Program Letter Addendum No. 7 (the "Addendum") are incorporated into and form a part of the AAMC Uniform Clinical Training Agreement and Implementation Letter between Texas A&M University Health Science Center, on behalf of the College of Medicine ("SCHOOL"), and Baylor Scott & White Health ("HOST AGENCY" or "BS&W"), which became effective on September 1, 2014 (the "Master Affiliation Agreement", as amended and supplemented from time to time).

The purpose of this Addendum is to provide program-specific details governing the training of SCHOOL’s medical students enrolled in the program at HOST AGENCY’s Round Rock, Texas location that are not addressed in the Master Affiliation Agreement.

SCHOOL and HOST AGENCY agree to the following:

1. During the 2016-2017 Academic Year, the program will include the following enrollment numbers:
   - M2 (Class of 2019) – 36
   - M3 (Class of 2018) – 45
   - M4 (Class of 2017) – 45

2. Notwithstanding Paragraph L of the AAMC Uniform Clinical Training Agreement, for the period of June 1, 2016 through May 31, 2017, SCHOOL shall 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, for this academic year in accordance to the terms of this Agreement from available state appropriations.

   Total compensation paid by SCHOOL to HOST AGENCY shall not exceed Nine Hundred Fifty Thousand Dollars Dollars and No Cents ($950,000.00).

   SCHOOL shall electronically transfer to HOST AGENCY the funds allocated to it by terms of this Addendum to pay for expenses arising from the delivery of specialized medical education services described in the Master Agreement.

3. This Addendum shall be effective from June 1, 2016 through May 31, 2017.

4. Execution and Modification: This Addendum is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

APPROVED AND ACCEPTED:

TEXAS A&M UNIVERSITY
HEALTH SCIENCE CENTER

Paul E. Ogden, M.D.
Interim Senior Vice President & COO

Date: __________________________

APPROVED AND ACCEPTED:

SCOTT & WHITE HEALTHCARE

Date: __________________________