PHARMACY PRACTICE EXPERIENCES TRAINING AGREEMENT

This training agreement ("Agreement") is between THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ("TAMHSC"), a member of The Texas A&M University ("TAMUS"), an agency of the State of Texas, on behalf of the IRMA LERMA RANGEL COLLEGE OF PHARMACY ("COP"), and CentroMed ("FACILITY"). TAMHSC and FACILITY are each a "Party" and collectively, the "Parties".

COP has established, as part of the requirement leading to the Doctor of Pharmacy degree, a program of clinical education and community or institutional Pharmacy Practice Experiences, hereinafter referred to as "Program" at the option of the student, which requires clinical facilities, equipment, services and tutelage of approved practitioners of pharmacy, hereinafter referred to as "preceptors" to provide this practical experience; and

FACILITY has the appropriate facilities, equipment, services and approved preceptor(s) to provide the necessary practical experience;

The Parties therefore agree to the following:

COP and FACILITY share a mutual interest in providing students in the Program with experience in Pharmacy Practice and agree to cooperate in the conducting of educational activities through observation and supervised training of students.

1. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which FACILITY will provide COP faculty, staff and students access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which COP will access FACILITY so that the well being of the clinical site, staff and patients will not be jeopardized.

2. TERM OF AGREEMENT

This Agreement shall become effective upon execution by the second signatory hereto for one (1) year, and will thereafter automatically renew for four (4) consecutive one (1) year terms; provided either Party may terminate this Agreement without cause by giving sixty (60) days written notice to the other. COP's students scheduled to participate in the Program at the time of any such termination shall be allowed to complete their assigned rotations. This Agreement may be amended by mutual written consent executed by the officials executing this Agreement or their successor after giving written notice to the other Party at least thirty (30) days prior to the proposed amendment date.

3. SCOPE OF THE CLINICAL LEARNING EXPERIENCE

FACILITY hereby agrees to provide its facilities to the COP and COP agrees to the usage of such facility according to the terms and conditions described herein. The faculty and students in the Program at the COP may utilize the FACILITY for educational activities associated with the Program through observation and supervised training. TAMHSC or FACILITY will not incur financial obligation to each other as a result of this Agreement. COP and FACILITY acknowledge ultimate responsibility for all patient care remains with FACILITY and students will not provide services apart from its educational value.
4. COP WILL

4.1. Appoint a Director of Experiential Programs.

4.2. Appoint and maintain a Task Force, consisting of practitioners of pharmacy and regular faculty members, to review periodically and revise the objectives and instructional design of the program in keeping with the goals of the curriculum.

4.3. Establish standards and appoint approved practitioners of pharmacy as preceptors to the clinical faculty.

4.4. Provide information regarding dates for period of instruction, in accordance with COP's calendar and forecasts of the number of students to be assigned to various preceptors of FACILITY.

4.5. Make certain that all students meet current immunization standards as may be necessary to safeguard health at FACILITY.

4.6. Authorize the Director of Experiential Programs to serve as liaison between COP and FACILITY to assist the preceptors and students in attaining the objectives of the program.

4.7. Provide basic HIPAA training to all students enrolled in the program.

4.8. Provide training on universal precautions and the transmission of blood-borne pathogens to all students enrolled in the program.

4.9. Ensure that all students have current certification in CPR and first aid.

4.10. Ensure that all students have a current Texas Pharmacist Intern License.

5. FACILITY WILL

5.1. Retain control of FACILITY and sole responsibility for quality of patient care.

5.2. Consistent with its primary obligation to care for its patients and consistent with its available space and facilities, implement the objectives of the program, in cooperation with COP, by undertaking the following:

5.2.1. Instruction in professional training in all aspects of pharmacy practice at FACILITY in accordance with guidelines and objectives of the program, including the review of objectives and student learning experiences.

5.2.2. Completion of records and reports necessary for the conduct and verification of the student's participation.

5.2.3. Acceptance of such student(s) as designated by COP to be assigned to approved preceptor(s) of FACILITY and permitting each student to train under the guidance of the assigned preceptor for a period of instruction as designated by COP.
5.2.4. Provision of existing equipment, facilities, supplies and services for students assigned to FACILITY requisite to attainment of the objectives of the program. FACILITY will not be required to incur any additional expense or provide any additional equipment, facilities, supplies and services as a result of this Agreement.

5.2.5. Authorization of the preceptor(s) of FACILITY to participate in COP's pharmacy professional practice programs for the period of this Agreement.

5.2.6. FACILITY acknowledges that, because TAMHSC is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMHSC or for injuries caused by conditions 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 TAMHSC is provided by TAMHSC as mandated by the provisions of Chapter 502, Texas Labor Code. TAMHSC shall have the right, at its option, to (a) obtain liability insurance protecting TAMHSC and its employees and property insurance protecting TAMHSC's buildings and contents, to the extent authorized by Section 51.986, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TAMHSC as a result of its operations under this Agreement.

5.2.7. FACILITY acknowledges that students enrolled in the program participate in a Professional Liability Insurance Plan. This Plan provides professional liability coverage for each student with individual limits of liability. Coverage is provided by a licensed insurance carrier that is authorized to conduct business in the State of Texas and approved by the A&M, throughout the student's enrollment.

6. TAMHSC AND FACILITY MUTUALLY AGREE

6.1. No stipend will be provided to students. Students will be responsible for personal transportation and other expenses, including meals. It is specifically agreed that neither TAMHSC nor FACILITY shall be responsible for costs or expenditures incurred by the other Party in the conduct of the program.

6.2. FACILITY and TAMHSC agree that the student is not an employee or agent of FACILITY and that the student shall not be deemed an employee or agent of FACILITY for any purpose whatsoever. FACILITY and TAMHSC agree that the Parties are not a joint employer of the student.

6.3. Students and faculty members shall adhere to the rules, regulations, procedures and policies of FACILITY while on the premises and during the course of instruction in the program, including:

6.3.1. FACILITY shall have the right in its sole discretion to terminate the use of its resources by any student for violations of the rules, regulations, procedures and policies.

6.3.2. FACILITY shall notify the designated TAMHSC and COP representative as soon as reasonably possible if such termination occurs.

6.3.3. FACILITY reserves the right to take immediate action where necessary to maintain the operation of its facilities free from the disruption.
6.4. TAMHSC and FACILITY have non-discriminatory policies. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, neither Party shall discriminate against any assigned student or other representative of the other Party during the course of the Program on the basis of race, sex, religion, color, national or ethnic origin, age disability or military service in their administration of policies, programs, or activities, admission policies, other programs and employment.

6.5. TAMHSC, to the extent allowed by the Constitution and laws of the State of Texas, and FACILITY each agree to indemnify and hold the other harmless from and against any and all losses, claims, demands, damages, liabilities and costs directly or indirectly arising from or related to such indemnifying party's negligence or willful misconduct or that of its officers, employees, affiliates, contractors and agents, except in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party or their respective officers, employees, affiliates, contractors or agents. Under no circumstances shall either Party be liable to the other Party for any special, indirect or consequential damages, including without limitation, lost profits or cost of capital.

6.6. COP recognizes that its students, during the period in which the students are providing services to FACILITY may gain knowledge of, have access to, or otherwise obtain certain confidential information about FACILITY. Neither the COP nor its agents, officers, faculty, students, or employees shall make copies of, take distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning FACILITY, including but not limited to financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning FACILITY business operations, inventory, products or research and development program (collectively referred to as "FACILITY Confidential Information") without the prior written consent of FACILITY, except as may be necessary in the performance of the duties of COP and/or a student under this Agreement. COP agrees to restrict dissemination of FACILITY Confidential Information to the COP's personnel and agents, including the students, on a "need-to-know" basis. All copies of such FACILITY Confidential Information in written, graphic or other tangible form shall be returned to FACILITY upon request or upon the termination of this Agreement, whichever is sooner. All copies of such FACILITY Confidential Information in electronic form shall be destroyed upon the written request of FACILITY. All COP personnel and agents, including the students, providing services of this Agreement shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect FACILITY Confidential Information are in addition to and not a substitution for any greater or additional duties imposed by law. The COP's obligations in this section shall survive the termination of this Agreement and are subject to Section 9.11, Public Information Act.

7. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the TAMHSC hereby designates FACILITY as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by FACILITY to carry out the Program. FACILITY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

8. HIPAA
TAMHSC and FACILITY agree that:

8.1. FACILITY is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 ("the HIPAA Privacy Regulation");

8.2. to the extent that COP students are participating in the Program and COP faculty are providing supervision at FACILITY as part of the Program, such students and faculty members shall:

8.2.1. be considered part of FACILITY workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103, but shall not be construed to be employees of FACILITY;

8.2.2. receive training by FACILITY on, and subject to compliance with, all of FACILITY privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

8.2.3. not disclose any Protected Health Information (PHI), as that term is defined by 45 CFR §160.103, to COP which a student accessed through Program participation or a faculty member accessed through the provision of supervision at FACILITY that has not first been de-identified as provided in 45 CFR § 164.514(a);

8.3. TAMHSC and/or COP will not access or request to access any PHI held or collected by or on behalf of FACILITY, from a student or faculty member who is acting as a part of FACILITY workforce as set forth in subsection 8.2.1., above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

8.4. no services are being provided to FACILITY by TAMHSC pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

9. MISCELLANEOUS PROVISIONS

9.1. 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.

9.2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

9.3. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

9.4. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the Parties with respect to the clinical learning experiences. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

9.5. Governing Law. This Agreement shall be construed and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.
9.6. Venue. This Agreement is performable in Brazos County, Texas. 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.

9.7. Independent Contractor. The Parties hereby acknowledge that they are independent contractors, and neither of the Parties nor any of their respective agents, representatives, students or employees shall be construed to be the agent, representative, student or employee of the other Party. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint enterprise or similar relationship between the Parties. FACILITY shall be liable for its own debts, obligations, acts or omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

9.8. 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.

9.9. 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.

9.10. Notice. Any notice required or permitted under this Agreement must 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 or other commercially reasonably means and will be effective when actually received. COP and FACILITY can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**COP with copy to TAMHSC:**
As to COP  
Irma Lerma Rangel College of Pharmacy  
The Texas A&M University Health Science Center  
1010 West Avenue B, MSC 131  
Kingsville, Texas 78363

As to TAMHSC  
The Texas A&M University Health Science Center  
-Contract Administration  
1477 TAMU Agronomy Road  
College Station, TX 77842-3013  
Attn: Colleen Berg; cjberg@tamu.edu; 979-845-3817

**FACILITY:**
CentroMed  
5542 Walzem

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9.11. 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 TAMHSC and FACILITY to attempt to resolve any claim for breach of agreement made by FACILITY that cannot be resolved in the ordinary course of business. FACILITY shall submit written notice of a claim of breach of agreement under this Chapter to the Vice President for Finance and Administration of TAMHSC who shall examine FACILITY’s claim and any counterclaim and negotiate with FACILITY in an effort to resolve the claim.

9.12. Public Information. FACILITY acknowledges that TAMHSC and COP are 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 Agreement.

9.13. FACILITY will comply with all applicable federal, state and local laws, ordinances, rules and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by TAMHSC.

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

The Parties are signing this Agreement on the date stated below:

CentroMed
5542 Walzem
San Antonio, Texas 78218

The Texas A&M University Health Science Center, on behalf of
Irma Lerma Rangel College of Pharmacy

Signature

Name (Print or Type)

Title

Vernon Tesh Ph. D.
Associate Vice President for Academic Affairs

Signature

Name (Print or Type)

Title