MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE
AND
BAYSIDES COMMUNITY HOSPITAL

This Agreement is dated October 1, 2018 ("Effective Date"), and is between Texas A&M University Health Science Center (hereinafter "TAMHSC"), a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the College of Medicine and it’s A&M Rural and Community Health Institute (hereinafter "COM-ARCHI"), having a principal place of business at 2700 Earl Rudder Frwy. S., Suite 3000, College Station, TX 77845 and Bayside Community Hospital (hereinafter the "HOSPITAL") having a principal place of business at P.O. Box 398, Anahuac, TX 77514, for the purpose of providing data services to Critical Access and rural hospitals. COM-ARCHI and Hospital are each individually sometimes referred to as a “Party” and collectively sometimes referred to as the “Parties.” HOSPITAL may also sometimes be referred to as “Customer.”

WHEREAS, the HOSPITAL desires to contract for data services offered by COM-ARCHI through the Healthcare Data Integration (HDI) program.

NOW THEREFORE, the parties agree as follows:

1. Responsibilities of COM-ARCHI.

COM-ARCHI will render the following services under this Agreement by working collaboratively with HOSPITAL to deliver data services by:

1.1 Negotiating and contracting with Nuance to provide data collection, data mining tools, and quarterly data submission to regulatory/accreditation agencies. HOSPITAL is an affiliate of COM-ARCHI who is the primary Licensee on the Nuance software and license agreement.

1.2 Taking steps required by the Health Insurance Portability and Accountability Act (HIPAA) to safeguard Protected Health Information (PHI) prior to placing data in the data warehouse. This includes managing and transferring data to and from HOSPITAL and to the data warehouse. Under the HIPAA assurances COM-ARCHI and Nuance agree to destroy or return to sub-Licensee at the termination of this Agreement all PHI received from Licensee or if return or destruction is not feasible, COM-ARCHI and Nuance shall continue to extend protections to such information and limit further use of such PHI to those purposes that make the return or destruction infeasible, for so long as the data is maintained. Non-personally identifiable information may be disclosed for purposes of benchmarking, quality and patient safety improvement and research.

1.3 Assisting the HOSPITAL in the initial data collection and extraction of required administrative data.

1.4 Providing the data services selected by HOSPITAL as described in Attachment A.

1.5 Providing access via web portal to the selected service components of the program.

1.6 Providing and collaborating on education and training as needed.

1.7 File format instructions will be provided to HOSPITAL upon signing agreement.
2. **Responsibilities of HOSPITAL.**

Work collaboratively with COM-ARCHI by:

2.1 Routinely submitting administrative (billing) data to COM-ARCHI on a monthly basis in a HIPAA compliant manner. Data to be provided in a format that meets provided data specifications and include all inpatient and outpatient UB-04 data elements and additional data elements that may be required by the contractual relationship or changes in regulatory requirements.

2.2 Accepting responsibility for timely submission and accept penalties and additional processing fees imposed, if any, for not doing so.

2.3 **Making payments according to contract payment plan.** Failure by HOSPITAL to make payment within sixty (60) days of invoicing date will result in the suspension of the contracted services.

2.4 Authorizing COM-ARCHI/Nuance to serve as the HOSPITAL agent to upload and process data and submit data to the data warehouse and selected reporting agencies.

2.5 Participating in required training as necessary.

2.6 Assigning a contact person to COM-ARCHI ("Program Coordinator") for the purpose of coordinating programmatic and data submission activities including management of passwords to access the program.

2.7 Within seven (7) days of signing agreement HOSPITAL will provide an 837 data test file. HOSPITAL will work with billing vendor to ensure file format is appropriately corrected, if needed, within fourteen (14) days.

3. **Pricing and Payment.**

HOSPITAL agrees to pay to COM-ARCHI the amount as described in the fee schedule in Attachment B. COM-ARCHI will invoice HOSPITAL accordingly. Payments are to be mailed to: Texas A&M University HSC, Financial Management Operations, Attn: Sales and Receivables, College Station, TX 77843.

4. **Term of Contract.**

**Term.** This Contract is effective from the date stated in the first paragraph of this Agreement, or upon contract execution, and ends at midnight September 30, 2019. *This Agreement cannot be cancelled prior to the end of its stated term.* Either party may terminate this Agreement in the event that the other party materially breaches a provision of this Agreement, and the breaching party fails to cure such breach within thirty (30) days as per Section 5, Dispute Resolution. *In no event shall termination result in refund.*

5. **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 HOSPITAL to attempt to resolve any claim for breach of contract made by Hospital that cannot be resolved in the ordinary course of business. HOSPITAL shall submit written notice of a claim of breach of contract under this Chapter to the Associate Vice President & Chief Financial Officer of The Texas A&M University Health Science Center, who shall examine HOSPITAL’s claim and any counterclaim and negotiate with HOSPITAL in an effort to resolve the claim.
10.9 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.

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

10.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed to be effective as of the date and year set forth above by their authorized representatives.

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

By:

Steve Brown, M.D.
Associate Vice President of Clinical Strategy and Chief Clinical Officer

Date: 

BAYSIDE COMMUNITY HOSPITAL

By:

Steven Gularte
C.E.O. Bayside Community Hospital

Date: 