PROPOSED LETTER ADDENDUM NO. 13

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. 13 (the "Addendum") are incorporated into and form a part of the AAMC Uniform Clinical Training Affiliation Agreement and the Implementation Letter between Texas A&M University Health Science Center ("TAMHSC"), on behalf of the College of Medicine ("SCHOOL"), and Baylor Scott & White Health, acting for and on behalf of one or more of its affiliates ("HOST AGENCY"), which became effective on September 1, 2014 (the "Master Affiliation Agreement", as amended and supplemented from time to time). TAMHSC and HOST AGENCY are sometimes referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the Parties intend to work together in good faith to amend and restate the Master Affiliation Agreement (the "Amended and Restated Agreement");

WHEREAS, the Amended and Restated Agreement will require approval of The Texas A&M University System Board of Regents (the "A&M System Board of Regents"); and

WHEREAS, in the meantime, the Parties desire to continue the clinical training of SCHOOL’s medical students at HOST AGENCY’s facility in Round Rock, College Station and Lakeway, Texas (the "Facilities") in accordance with the terms and conditions of this Addendum.

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:

1. During the Term, HOST AGENCY agrees to provide clinical training experiences, in accordance with the terms of the Master Affiliation Agreement, at the Facilities for SCHOOL’s medical students, not to exceed the following Unit expectations (as defined in Exhibit A):
   a. College Station: a total of 2,500 Units.
   b. Round Rock: a total of 4,990 Units.
   c. Lakeway: a total of 200 Units.

2. Notwithstanding Paragraph I of the AAMC Uniform Clinical Training Affiliation Agreement, SCHOOL shall pay HOST AGENCY the sum of one Hundred dollars and no cents ($100.00) per Unit, as outlined in Exhibit A, where SCHOOL medical student(s) is supervised directly by HOST AGENCY in accordance with the terms of this Addendum from available state appropriations. All sums due 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.

   During the Term, the total compensation paid by SCHOOL to HOST AGENCY shall not exceed as follows: (a) two hundred fifty thousand dollars and no cents ($250,000.00) for the College Station, TX facility; (b) four hundred ninety nine thousand dollars and no cents ($499,000.00) for the Round Rock, TX facility; and (c) twenty thousand dollars and no cents ($20,000.00) for the Lakeway, TX facility. Notwithstanding the foregoing, the total consideration paid by SCHOOL to HOST AGENCY during this Term shall not exceed
five hundred thousand dollars and no cents ($500,000) until approval is obtained by the A&M System Board of Regents.

3. This Addendum shall be in effect from June 1, 2018 through the earlier of (i) August 31, 2018, or (ii) the date it is replaced and superseded by the Amended and Restated Agreement (the "Term").

4. Miscellaneous:

a. Except as modified by this Addendum, in all other respects the terms and conditions of the Master Affiliation Agreement shall remain in full force and effect.

b. This Addendum (including any claim or controversy arising out of or relating to this Addendum) shall be governed by the laws of the state of Texas without regard to conflict of law principles that would result in the application of any laws other than the laws of the state of Texas. Each of the Parties hereto agrees that a final judgment in any such action shall be conclusive and, notwithstanding anything to the contrary, may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The venue and jurisdiction for any disputes shall be Brazos County, Texas.

c. This Addendum may be signed in any number of counterparts, each and every one of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to each of the other Parties, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Amendment from separate computers or printers. Facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

d. 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 Addendum to be executed by their authorized representative.

APPROVED AND ACCEPTED:

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

Carrie L. Byington, M.D.
The Jean and Thomas McMullin Professor and
Dean of Medicine
Senior Vice President, Health Science Center
Vice Chancellor for Health Services

Date:

APPROVED AND ACCEPTED:

BAYLOR SCOTT & WHITE HEALTH

[Signature]

CEO
EXHIBIT A
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
COLLEGE OF MEDICINE
FACULTY REIMBURSABLE TIME
GUIDE TO MEDICAL STUDENT UNITS

LECTURE PREPARATION:
  o New Lecture - 1 hour = 1 Unit (maximum of 3 Units)
  o Old Lecture - 1 Unit (limited to once per subject specific lecture per academic year)

LECTURES:
  o Lecture - 1 hour = 1 Unit

CLINICAL INPATIENT/ OUTPATIENT:
  o ½ Day w/student(s) = 1 Unit
  o 1 Day w/student(s) = 2 Unit

EMERGENCY ROOM:
  o ½ Day w/student(s) = 1 Unit
  o 1 Day w/student(s) = 2 Unit

**OPERATING ROOM:
  o 1 hour in OR = 0.25 of a Unit
  o 2 hours in OR = 0.50 of a Unit
  o 3 hours in OR = 0.75 of a Unit
  o 4 hours in OR = 1 Unit

**OPERATING ROOM REIMBURSEMENTS ARE PAID WHEN UNIT IS IN ADDITION TO A PREVIOUSLY SCHEDULED UNIT