CONTRACT FOR SPECIALIZED MEDICAL EDUCATION SERVICES

This agreement (the "Agreement") for specialized medical education services entered into by and between The Texas A&M University Health Science Center (hereinafter referred to as "TAMHSC"), a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System (hereinafter referred to as "TAMUS"), an agency of the State of Texas, on behalf of the College of Medicine (hereinafter referred to as "COM"), and Austin Geriatric Specialists, PA (referred to herein as "PRACTICE"). TAMHSC and PRACTICE are each individually sometimes referred to as a "Party" and collectively sometimes referred to as the "Parties".

WHEREAS, COM is a component of TAMHSC, a state-supported institution of higher education, and operates comprehensive professional education programs for the study of medicine, at both the undergraduate and graduate levels;

WHEREAS, COM is accredited by the Liaison Committee on Medical Education and is a member of the Association of American Medical Colleges and therefore is required to maintain a curriculum meeting standards as set forth by those governing bodies;

WHEREAS, PRACTICE enjoys a reputation for quality health care and education and training for health professionals; and

WHEREAS, PRACTICE is authorized to provide clinical services for the treatment and care of patients at Senior Care Centers (hereinafter referred to as the "Facility") and the Facility entered into an Affiliation Agreement with TAMHSC, on behalf of COM, dated August 1, 2016 and Estrella Oaks (hereinafter referred to as the "Facility") and the Facility entered into an Affiliation Agreement with TAMHSC, on behalf of COM, dated August 1, 2016 to provide clinical medical education teaching environment and teaching support services to COM medical students.

NOW, THEREFORE, PRACTICE and TAMHSC mutually agree as follows:

1. SERVICES:

   A. PRACTICE is duly licensed by the State of Texas and shall assist in the administration of specialized medical education programs of COM and shall provide clinical medical training to COM medical students in the Facility. PRACTICE shall perform such other duties as may from time to time be agreed to between the Parties.

   B. The professional services rendered under this Agreement to COM will be assessed for quality assurance and compliance by the Vice Dean of Medicine-Round Rock Campus.

2. CONSIDERATION:

   A. COM shall pay PRACTICE the sum of One Hundred Dollars and No Cents ($100.00) per Unit where student(s) is supervised directly by PRACTICE, as outlined in Exhibit A, for this contract period in accordance to the terms of this Agreement from available state appropriations.

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

3. TERM:

   This Agreement, upon acceptance by both Parties, shall be effective from August 1, 2016 through May 31, 2019.
4. PAYMENT:

For the purposes of this Agreement, COM shall pay to PRACTICE each month the funds allocated to it by terms of this Agreement to pay for expenses arising from the delivery of the services specified and described herein.

5. USE OF PRACTICE SERVICES:

To preclude the possibility of denying or delaying the care and treatment of any patient, PRACTICE services will be used by COM only to the extent that there will be no reduction in the services to PRACTICE patients.

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

7. PERFORMANCE:

The Dean of Medicine shall be responsible for the academic programs of COM. It will be the responsibility of the Vice Dean of Medicine-Round Rock Campus to provide a written evaluation of performance of PRACTICE in the fulfillment of theses duties to the Dean of Medicine.

8. TERMINATION:

Except as otherwise provided herein, either Party may terminate this Agreement at any time upon sixty (60) days written notice to other Party; provided, however, that all students enrolled in a course of study or rotation at the Facility at the time of notice of termination shall be given the opportunity to complete their clinical education at the Facility. Such students must complete their clinical program within one (1) year of the date of termination of this Agreement. This Agreement will automatically terminate should PRACTICE not be authorized to provide clinical services at the Facility.

9. 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 employees 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. PRACTICE shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

10. COMPLIANCE WITH FEDERAL LAW

A. PRACTICE 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.

B. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TAMHSC and PRACTICE will not discriminate 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.
C. TAMHSC shall direct its students to comply with the policies and procedures of PRACTICE including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the student's role in relation to the use and disclosure of PRACTICE's protected health information, such students are defined as members of PRACTICE's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of PRACTICE.

11. FERPA

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

12. NOTICES

Any notice required or permitted under this Agreement must be 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 (to the extent a facsimile number or email address is set forth below) or other commercially reasonably means and will be effective when actually received. Each Party can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**For COM:**

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

Phone: 512-341-4922  
Fax: 512-341-4213  
Email: 

**For PRACTICE:**

Austin Geriatric Specialists, PA  
1108 Lavaca Street, Suite 110-320  
Austin, TX 78701

Phone: 512-477-4088  
Fax: 512-482-0390  
Email: dottie.dawson@puredi.com

**With a copy to TAMHSC:**

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

13. INDEMNIFICATION

TAMHSC, to the extent allowed by the Constitution and laws of the State of Texas, and PRACTICE 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.
14. MISCELLANEOUS:

A. Delinquent Child Support Obligation: Under Section 231.006, Texas Family Code, PRACTICE certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The foregoing clause shall remain inapplicable unless or until PRACTICE becomes a sole proprietorship, or has a partner, shareholder, or owner or with a partnership of at least 25%.

B. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, PRACTICE agrees that any payments owing to PRACTICE under this Agreement may be applied directly toward certain debts or delinquencies that PRACTICE 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.

C. Loss of Funding: Performance by TAMHSC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMHSC will issue written notice to PRACTICE and TAMHSC may terminate this Agreement without further duty or obligation hereunder. PRACTICE acknowledges that appropriation of funds is beyond the control of TAMHSC.

D. Non-Waiver: PRACTICE 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.

E. Public Information Act: PRACTICE acknowledges that TAMHSC 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 Agreement.

F. Governing Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.

G. 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.

H. 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.

I. 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.

J. 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.

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

L. Audits: PRACTICE understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas
Education Code. PRACTICE agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

M. Entire Agreement: This Agreement and Exhibit A 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 by their authorized representatives

APPROVED AND ACCEPTED:

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

Barry C. Nelson, Ph.D.
Vice President for Finance and Administration

Date: 8/11/2016

APPROVED AND ACCEPTED:

Austin Geriatric Specialists, PA

Liam M. Fry, MD, FACP, CMD

Date: 8/2/16

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EXHIBIT A
TEXAS A&M HEALTH SCIENCE CENTER
THE 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

**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