

AFFILIATION for PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
COLLEGE OF MEDICINE
AND
WILLIAMSON COUNTY MOBILE OUTREACH TEAM

THIS AGREEMENT is made and entered into by and between THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER on behalf of the COLLEGE OF MEDICINE (hereinafter referred to as "COLLEGE") and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas, on behalf of the WILLIAMSON COUNTY MOBILE OUTREACH TEAM, in Georgetown, Texas (hereinafter referred to as "COUNTY") for the purposes of collaboration to attain certain general objectives in common and for the benefit of the people of the State of Texas.

WHEREAS, COLLEGE is a component of The Texas A&M University System Health Science Center, 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; and,

WHEREAS, COLLEGE 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; and,

WHEREAS, COUNTY enjoys a reputation for quality assistance to families and individuals in Williamson County who are experiencing a mental health crisis; and,

WHEREAS, COUNTY arranges mental health care with Williamson County agencies, law enforcement, EMS, Bluebonnet Trails MHMR, area schools, and hospitals to assist with mental health crisis; and,

WHEREAS, COUNTY desires to provide clinical medical education teaching environment and teaching support services to COLLEGE third (3rd) year medical students; and,

WHEREAS, COLLEGE desires to provide its students clinical learning experiences through the application of knowledge and professional skills in patient-centered situations in an environment that is responsive to the academic and health needs of the citizens of the State of Texas; and,

NOW, THEREFORE, COLLEGE and COUNTY mutually agree as follows:

1. AFFILIATION

- A. COLLEGE and COUNTY hereby affirm their affiliation in order to sustain and promote the following:
 - 1. The advancement of medical service through comprehensive high quality patient care education.
 - 2. The education of medical and allied health professionals.
 - 3. Promotion of personal and community health through education.
- B. COLLEGE shall retain all rights and privileges incident to its status as a state-supported institution of higher education under the governance of the Board of Regents of The Texas A&M University System, including the power to determine the general and fiscal policy of the institution, the selection of its administration, faculty and staff, and the assignment of students to its programs.
- C. COUNTY shall retain all rights and privileges incident to its status including the power to determine its general and fiscal policy, and selection and supervision of its employees, including

the power to make appointments to its staff.

- D. COLLEGE and COUNTY agree to use their best efforts to carry out the provisions of this affiliation agreement, including shared missions of education and public health.
- E. This nonexclusive agreement is for mutual cooperation for public benefit and does not create a relationship between the parties as a legal partnership, joint venture, association, employer/employee, principal/agent, lessor/lessee or any similar legal relationship.

2. COMMITMENT

- A. COLLEGE agrees to provide academic leadership for COUNTY staff directly involved with education and public service programs, and to provide leadership and support for educational activities that mutually benefit COLLEGE and COUNTY.
- B. COUNTY agrees to provide access to its varied clinical populations for the purpose of academic instruction.

3. OBLIGATIONS OF COLLEGE

COLLEGE agrees to be responsible for the implementation and operation of the educational and clinical components of its curriculum at COUNTY facilities. The responsibilities of COLLEGE include, but are not limited to, the following:

- (1) Identify a Clerkship Site Director and Medical Educational Coordinator to coordinate the clinical education portion of the program and to collaborate with COUNTY in the preparation of rotation schedules;
- (2) assume full responsibility for the academic preparation of the student to include documented training, evaluation, qualifications, and competency level of each student;
- (3) notify students and faculty of their responsibility to comply with COUNTY policies and procedures, federal and state law;
- (4) coordinate with COUNTY to schedule students and provide number, names, and rotations for students assigned to the COUNTY facilities;
- (5) provide an orientation that will include a review of program objectives, evaluation requirements, and criteria to be used in evaluation of the students' experiences.
- (6) perform such other duties as may from time to time be agreed to between COLLEGE and COUNTY.

4. OBLIGATIONS OF COUNTY

The responsibilities of COUNTY include, but are not limited to, the following:

- (1) identify a specific contact person to coordinate with the COLLEGE Clerkship Site Director and Medical Educational Coordinator in the preparation of rotation schedules;
- (2) provide an orientation to the COUNTY facilities and the staff prior to the student rotations;
- (3) perform responsibilities as necessary to adhere to syllabi as provided for medical student's third year rotations.
- (4) perform such other duties as may from time to time be agreed to between COLLEGE and COUNTY.

5. COMPENSATION

As compensation for providing its facilities and personnel to assist COLLEGE in the furtherance of its mission and purpose, COLLEGE agrees to pay COUNTY the sum of one hundred dollars (\$100.00) per student contact hour where student(s) is supervised directly by COUNTY as outlined in Exhibit A.

All sums due COUNTY shall be paid by COLLEGE within 30 days upon receipt of an invoice covering each block by the COUNTY. Payment will be made in accordance to the State of Texas procurement guidelines.

6. TERM

The term of this agreement shall be one (1) year beginning January 1, 2012 and ending December 31, 2012.

7. REPORTS

A. Financial Reports

COUNTY agrees to maintain complete and accurate accounting records to substantiate expenditures in support of all COLLEGE programs.

B. Workload Reports

COUNTY agrees to maintain complete and accurate records of all activities relating to the support of all COLLEGE programs, including appropriate time and effort reports.

8. STATE AGENCY

COLLEGE is a public entity subject to the laws of the State of Texas and the policies, rules, and regulations of The Texas A&M University System. To the fullest extent possible, COLLEGE and COUNTY shall seek to achieve shared governance and responsibility for the family COUNTY undergraduate education, residency and fellowship programs, allied health instruction, continuing education, and research activities.

9. INDEPENDENT CONTRACTOR

A. The parties hereby acknowledge that they are independent contractors, and neither the COLLEGE nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of COUNTY. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties. COUNTY 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.

B. It is the intention of the parties that no third persons, including residents and students, are entitled to receive or assert any rights under this Agreement.

10. TERMINATION

Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice provided, however, that all students enrolled in a course of study or rotation at COUNTY at the time of notice of termination shall be given the opportunity to complete their clinical education at COUNTY. Such students must complete their clinical program within one (1) year of the date of termination of this Agreement.

11. AUDITS

Auditors for The Texas A&M University System and State Auditors shall have the right, at any time within sixty (60) months after the end of each fiscal year, to audit all of the books and records, supporting documentation, and files of COUNTY relating to agreement activities. COUNTY shall make all such records available for examination in Georgetown, Texas, at the principal offices of COUNTY. Additionally, audits of COUNTY records pertaining to this agreement may be made by any certified public accountant designated in writing by TAMUS, or by State Auditors. Audits, if any, shall be conducted, if possible, during normal business hours and in a non-disruptive manner.

12. COMPLIANCE WITH LAW

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, COLLEGE and COUNTY 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.

Furthermore, each party to this Agreement shall comply with all other federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Health Insurance Portability and Accountability Act, licensing laws and regulations and confidentiality laws relating to patient information.

13. NOTICES

All notices to parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either party to the Agreement may change such name and address by written notice to the other, and any such change shall take effect immediately upon receipt of such written notice.

FOR COLLEGE:

Office of the Assoc. Dean – Round Rock Campus
Attn: Kathryn J. Kotrla, M.D.
3950 North A.W. Grimes, Room N404N
Round Rock, TX 78665
Phone: 512-388-6310
Fax: 512-388-1363

FOR COUNTY:

Williamson County Mobile Outreach Team
Attn: Annie Burwell, LBSW
301 SE Inner Loop, Ste. 109
Georgetown, TX 78626
Phone: 512-943-3544
Fax:

14. MEDICAL STUDENTS

- A. COUNTY recognizes that medical students, upon payment of a pre-set fee at time of enrollment, are provided limited medical liability coverage under the COLLEGE Medical Liability Program. Such policy shall provide for coverage during such times as the medical students are on the premises of COUNTY.
- B. At no time shall medical students be considered legal representatives, employees or agents of COLLEGE or COUNTY. Medical students are not entitled to receive payment for services rendered, replace or substitute for a COLLEGE or COUNTY health care provider, or possess authority to enter into any form of agreement on behalf of COLLEGE or COUNTY.

15. INSURANCE

COUNTY acknowledges that, because COLLEGE is an agency of the State of Texas, liability for the tortious conduct of employees of COLLEGE or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil COUNTY and Remedies Code), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for

employees of COLLEGE is provided by COLLEGE as mandated by the provisions of Chapter 502, Texas Labor Code. COLLEGE shall have the right, at its option, to (a) obtain liability insurance protecting COLLEGE and its employees and property insurance protecting COLLEGE's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by COLLEGE as a result of its operations under this Agreement.

16. INDEMNIFICATION

COLLEGE, to the extent allowed by the Constitution and Laws of the State of Texas, and COUNTY each agree to indemnify and hold harmless the other from and against any and all liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by, or as the result of the performance of COLLEGE or COUNTY.

Furthermore, COUNTY shall not be liable for any damages incurred or caused by any of the medical students participating in the programs contemplated and described in this Agreement.

17. 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 extent permitted by applicable law.

18. DISPUTES

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 COLLEGE and COUNTY to attempt to resolve any claim for breach of contract made by COUNTY that cannot be resolved in the ordinary course of business. COUNTY shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Finance and Administration of The Texas A&M University System Health Science Center, who shall examine COUNTY's claim and any counterclaim and negotiate with COUNTY in an effort to resolve the claim.

19. COUNTY NOT A HEALTHCARE PROVIDER

COLLEGE acknowledges that COUNTY is not a healthcare provider and does not provide services that require a medical license of any form. COUNTY simply assists families and individuals in Williamson County who are experiencing a mental health crisis. COUNTY arranges for mental healthcare to be provided by Williamson County agencies, law enforcement, EMS, Bluebonnet Trails MHMR, area schools, and hospitals, but COUNTY does not directly provide such mental healthcare to any patient.

20. VENUE

This agreement is performable in Williamson County, Texas. Pursuant to Section 85.18 Texas Education Code, venue for any suit filed against COLLEGE shall be in the County in which the primary office of the chief executive officer of COLLEGE is located.

21. 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, any 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.

22. MISCELLANEOUS

- A. Delinquent Child Support Obligations. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application

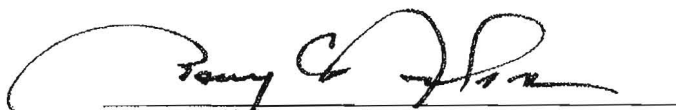
is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- B. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, COUNTY agrees that any payments owing to COUNTY under this Agreement may be applied directly toward certain debts or delinquencies that COUNTY 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 COLLEGE 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, COLLEGE will issue written notice to COUNTY and COLLEGE may terminate this Agreement without further duty or obligation hereunder. COUNTY acknowledges that appropriation of funds is beyond the control of COLLEGE.
- D. Non-Waiver. COUNTY expressly acknowledges that COLLEGE is an agency of the State of Texas and COLLEGE expressly acknowledges that COUNTY is a political subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- E. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- F. 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.
- G. Assignment: This agreement, with the rights and privileges it creates, is assignable only with the prior written consent of both parties.
- H. Entire Agreement: This agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.
- I. PUBLIC INFORMATION: It is hereby acknowledged that both COLLEGE and COUNTY 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.

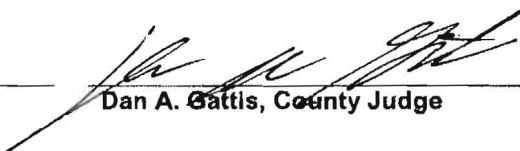
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

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

**WILLIAMSON COUNTY MOBILE OUTREACH
TEAM**



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



Dan A. Gattis, County Judge

Date 02/01/12

Date 2-16-12

EXHIBIT A

TEXAS A & M HEALTH SCIENCE CENTER - COM FACULTY REIMBURSABLE TIME GUIDE TO THIRD YEAR MEDICAL STUDENT CONTACT HOURS

LECTURE PREPARATION:

- New Lecture (1 hr interval) = 3 hrs
- Old Lecture = 1 hr (limited to once per subject specific lecture per academic year)

LECTURES:

- Lecture (1 hr interval) = 1 hr

HOSPITAL ROUNDS:

- ½ day = 1 hr
- 1 day = 2 hrs

CLINIC OUTPATIENT:

- 7 am – 12:30 pm – Clinic Outpatient w/student(s) = 1 hr
- 12:31 pm – 6 pm – Clinic Outpatient w/student(s) = 1 hr

OPERATING ROOM:

- 1 hr in OR = 0.25 hr
- 2 hrs in OR = 0.50 hr
- 3 hrs in OR = 0.75 hr
- 4 hrs in OR = 1 hr