
AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

IMPLEMENTATION LETTER

The purpose of this AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter (“LETTER”) is to provide a record of the clinical training affiliation agreement between the University of Texas Health Science Center at San Antonio (hereinafter referred to as the “SCHOOL”) and the [ENTITY] (hereinafter referred to as the “HOST AGENCY”) with respect to a clinical training experience for the SCHOOL’S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (“AGREEMENT”), dated _____ (please place date), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing “none”):

The following terms shall be in addition to those contained in the AGREEMENT. To the extent of any conflict between the terms of the AGREEMENT and the terms of this LETTER, the terms of this LETTER shall control.

1. Insurance

The HOST AGENCY acknowledges that, because the SCHOOL is an agency of the State of Texas, liability for the tortious conduct of employees of the SCHOOL 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 Practice and Remedies Code), Chapters 101 and 104. The SCHOOL shall have the right, at its option, to (a) obtain liability insurance protecting the SCHOOL and its employees and property insurance protecting the SCHOOL's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, and/or (b) self-insure against any risk that may be incurred by the SCHOOL as a result of its operations under the AGREEMENT.

The HOST AGENCY recognizes that medical students are provided limited medical liability coverage under the University of Texas System Professional Medical Liability Benefit Plan. The Plan shall provide for coverage during such times as the medical students are on the premises of the HOST AGENCY.

2. Public Information

The HOST AGENCY acknowledges that the SCHOOL is a public entity and is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, which may require disclosure of public information related to the LETTER and the AGREEMENT.

3. Non-Disclosure of Education Records (FERPA)

The HOST AGENCY agrees that it will receive some information from the SCHOOL that is derived from Education Records maintained by THE SCHOOL about students that are subject the Family Educational Rights and Privacy Act (FERPA). To the extent such information is provided to the HOST AGENCY by the SCHOOL, The SCHOOL authorizes the HOST AGENCY to act as a SCHOOL Official with a legitimate educational purpose as to such records and the HOST AGENCY agrees to maintain such records confidentially and securely and to use and disclose them

only as permitted by FERPA. This includes the obligation not to disclose to any other entity a medical student's Education Records or personally identifiable information obtained from an Education Record, including, as applicable, but not limited to any drug/alcohol testing or criminal background check reports, unless permitted by FERPA or with the medical student's voluntary consent. The HOST AGENCY agrees to destroy or return any medical student's Education Records or personally identifiable information from such Education Records to the SCHOOL when it is no longer needed, or if it is required to retain such information for legal or business reasons, to continue to abide by these non-disclosure agreements upon termination of the AGREEMENT for as long as the HOST AGENCY maintains such information.

4. Non-Waiver

The HOST AGENCY expressly acknowledges that the SCHOOL is an agency of the State of Texas and nothing in the AGREEMENT will be construed as a waiver or relinquishment by the SCHOOL of its right to claim such exemptions, privileges, and immunities as may be provided by law.

5. No Referral Obligation

The parties acknowledge and agree that the AGREEMENT does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any party to use HOST AGENCY facilities, or the admission or referral of any patients to the HOST AGENCY or any other facility or service related to the HOST AGENCY.

6. Force Majeure

Neither party is required to perform any term, condition, or covenant of the 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 with the control of such party and which by due diligence it is unable to prevent or overcome.

7. Governing Law

The validity of the AGREEMENT and all matters pertaining thereto, 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 Texas Constitution and the laws of the State of Texas.

8. Venue

The AGREEMENT is performable in _____ (PLEASE INSERT THE COUNTY WHERE THE HOST AGENCY IS LOCATED) County, _____. [PLEASE INSERT THE STATE WHERE THE HOST AGENCY IS LOCATED]

9. Term

This LETTER and the AGREEMENT shall be effective on the date stated herein for an aggregate period not to exceed _____ years provided either party may terminate the AGREEMENT without cause by giving no less than ninety (90) days prior written notice of intention to terminate to the other. If such notice is given, this AGREEMENT shall terminate: (a) at the end of such 90 days; or (b) when all students enrolled in the training program at the time such notice is given have completed their respective courses of study under the training program, whichever event occurs last.

10. Use of Name

Each party agrees not to use the name, service mark, or logo of the other party without the other party's prior written consent. The parties will mutually agree in advance upon any public announcements, advertising, marketing, or communications to the media regarding the AGREEMENT or the relationship created by the AGREEMENT.

11. Faculty Appointment

Physicians who wish to teach students at the HOST AGENCY must be approved by the SCHOOL and appointed to the faculty of the SCHOOL prior to performing any teaching or preceptor services to students.

12. HIPAA Compliance

All physicians employed by the SCHOOL (and any other the SCHOOL employees) providing onsite supervision or other services at the HOST AGENCY shall be considered to be members of the HOST AGENCY'S workforce for purposes of HIPAA and shall comply with the HOST AGENCY'S HIPAA policies as to any of the HOST AGENCY'S protected health information subject to HIPAA that the physicians (or other employees) access in the provision of those services. The HOST AGENCY shall be solely responsible for providing workforce training on the HOST AGENCY'S HIPAA Policies to all students, physicians, and other SCHOOL employees who are acting as part of the HOST AGENCY'S HIPAA workforce.

This LETTER and the AGREEMENT are effective on _____, 20____ (please insert date) regardless of the date when signed by all parties. The individuals executing this LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the AGREEMENT and further agree to comply with its terms except as noted above or as amended in writing by the SCHOOL and the HOST AGENCY.

SCHOOL

By:	Andrea Marks, M.B.A., CPA
Title:	Vice President and Chief Financial Officer
Signature:	
Date:	
Address:	

HOST AGENCY

By:	
Title:	
Signature:	
Date:	
Address:	