

GRADUATE MEDICAL EDUCATION AGREEMENT OF APPOINTMENT
2017-2018

This AGREEMENT is between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO (TTUHSCEP), a public institution of higher education in the State of Texas, on behalf of its Paul L. Foster School of Medicine (PLFSOM), and _____ (Resident/Fellow). Both TTUHSCEP and Resident/Fellow are also referred to herein as “Party” or collectively as “Parties.”

WHEREAS, the Resident/Fellow meets the eligibility qualifications established by the Accreditation Council for Graduate Medical Education (ACGME) or applicable accrediting body and TTUHSCEP;

WHEREAS, TTUHSCEP has offered and the Resident/Fellow has accepted an appointment in the applicable TTUHSCEP training program, which has been accredited by ACGME or applicable accrediting body; and

WHEREAS, TTUHSCEP is willing to train and employ the Resident/Fellow provided that the Resident/Fellow remains in good standing in the training program and otherwise complies with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Terms and Conditions

1. **Appointment.** Subject to the terms and conditions set forth in this Agreement, Resident/Fellow hereby accepts appointment as a Resident/Fellow in the TTUHSCEP Department of _____ at the Program Graduate Year ____.
 - a. **Licensure/Permits/Credentialing.** Resident/Fellow is responsible for obtaining a Texas Physician-in-Training (“PIT”) permit or Texas Medical License and paying the required fee set by the Texas Medical Board (“TMB”). This Agreement is **CONDITIONAL** upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT or Medical License, where applicable. Resident/Fellow will not be allowed to begin work nor receive pay or benefits until his/her PIT or Medical License has been received by the TTUHSCEP Graduate Medical Education (GME) Office. Resident/Fellow must also provide appropriate and sufficient documentation of eligibility for employment in the United States, and valid ECFMG certificate, if applicable. Resident/Fellow must fulfill credentialing and pre-employment/pre-placement requirements of TTUHSCEP and other participating institutions, if applicable.
 - b. **Licensing Exams.** This Agreement is **CONDITIONAL** on passage of USMLE Steps 1 and 2 (CK and CS) or equivalent examinations (COMLEX-USA or MCCQE) and submitting a copy of the results to his/her Program Director and GME before beginning training. Passage of licensing examinations must be within the number of attempts set forth by the TMB for Texas licensure.
 - c. **Prescription Registration.** This Agreement is **CONDITIONAL** on the Resident/Fellow obtaining all necessary registrations to prescribe controlled substances as necessary to fulfill the educational requirements specific to Resident/Fellow specialty.
 - d. **Criminal Background Check.** Resident/Fellow will be required to undergo, and satisfactorily complete, a criminal background check that establishes he/she is eligible for clinical training in accordance with TTUHSCEP Operating Policy (OP) 10.20 – “Criminal Background Checks for Students, Residents and Trainees”.
 - e. The above conditions and any and all additional requirements specified by TTUHSCEP (for example, Eligibility and Selection Criteria http://el Paso.ttuhscep.edu/fostersom/gme/policies_procedures.aspx) and the applicable department must be met **prior to** assuming duties at TTUHSCEP, but **no later than** the beginning date of the term of this appointment. Failure to satisfy any or all requirements prior to the indicated start date will either: (1) prevent Resident/Fellow from being appointed, i.e., result in Resident/Fellow's training Agreement being deemed **null and void**; or, (2) upon approval of the Program Director and Designated Institutional Official, may necessitate a **change in the start date** of the term of appointment, thus delaying the commencement of salary and benefits. If at some time subsequent to

beginning a residency or fellowship program it is learned that qualifications have not been met, or Resident/Fellow is not promoted to the next program year, TTUHSCEP will deem this Agreement ***null and void***. In the event Resident/Fellow, for whatever reason, is unable to meet the requirements for practicing medicine at any of the affiliated hospitals or other participating institutions, this Agreement shall likewise be deemed ***null and void***.

2. **Term; Duration of Appointment.** This Agreement is for a 12-month period beginning on _____ and ending on _____.
3. **Salary.** Resident/Fellow shall receive an annual salary of \$ _____ for the term of this Agreement, to be paid monthly. Payment will be inclusive from the first day to the last day of the current month. Salary payments shall be subject to federal withholding taxes and any other applicable taxes. Resident/Fellow acknowledges that the compensation amounts stipulated are subject to change on an annual basis at the sole discretion of TTUHSCEP. In the event Resident/Fellow's salary is increased as approved by the TTUHSCEP Graduate Medical Education Committee (GMEC) and authorized by the institution's funding sources, such increase will take place at the start of the next academic cycle, for example July 1 of each year (or the anniversary of Resident/Fellow's start date if the Resident/Fellow is off-cycle).
4. **Policies and Bylaws.** Resident/Fellow shall abide by the policies, rules and regulations of TTUHSCEP, to include, but not limited to the TTUHSCEP PLFSOM GME Standard Policies and Procedures (GME Policies and Procedures), and the applicable Medical Staff Bylaws, policies and procedures of the affiliated hospital(s) or clinic(s) to which the Resident/Fellow is assigned, all of which are incorporated herein by reference. Resident/Fellow acknowledges the GME Policies and Procedures are accessible on the TTUHSCEP GME website at https://el Paso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx. The terms of the GME Policies and Procedures, the TTUHSCEP Operating Policies and Procedures (available at <https://el Paso.ttuhsce.edu/opp/op.aspx>), and the Texas Tech University System Regents' Rules (available at <http://www.texastech.edu/board-of-regents/regents-rules.php>), as may be amended from time to time, shall govern any and all terms and conditions of employment not specifically addressed in this Agreement, including accommodations for Resident/Fellow's with disabilities and sexual and other forms of harassment.
5. **Resident/Fellow Training Responsibilities.** Resident/Fellow will be expected to assume and perform the educational and clinical responsibilities based on PGY Level, patient safety, trainee education, severity and complexity of patient/illness and availability of support services, including but not limited to the following:
 - a. Develop and utilize a personal plan of self-study and professional growth with guidance from the residency program/fellowship program teaching faculty.
 - b. Demonstrate knowledge of established and evolving biomedical, clinical, and social sciences, and the application of that knowledge to patient care and the education of others through full participation in the educational and scholarly activities of his/her program, and as required, assume responsibility for teaching and supervising other Resident/Fellows/fellows and students.
 - c. Provide patient care, under supervision, that is compassionate, appropriate, and effective for the promotion of health, prevention of illness, treatment of disease, and at the end of life and commensurate with his/her level of advancement and responsibility.
 - d. Use scientific evidence and methods to investigate, evaluate and improve patient care practices.
 - e. Demonstrate interpersonal and communication skills that enable him/her to establish and maintain professional relationships with patients, patients' families, and other members of health care teams.
 - f. Inform patients (and patients' families) of his/her respective role in each patient's care.
 - g. Demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity and a responsible attitude toward his/her patients, profession and society.
 - h. Demonstrate an understanding of the contexts and systems in which health care is provided and the ability to apply this knowledge to improve and optimize health care. This will require developing an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

- i. Participate in institutional programs and activities involving the teaching faculty and other medical staff and adhere to established practices of the training program and the GME Policies and Procedures, the Regents' Rules, the TTUHSCEP Operating Policies and Procedures, the applicable Medical Staff Bylaws, and policies and procedures of the affiliated hospital(s) and other participating institution(s) to which he/she is assigned.
 - j. Participate on institutional and hospital committees and councils whose actions affect Resident/Fellow education and/or patient care. The Resident/Fellow will be expected to participate in the evaluation of the quality of education provided by the residency/fellowship program and in the evaluation of teaching faculty.
 - k. Participate in an educational program regarding physician impairment, including substance abuse, sleep deprivation, alertness management, and fatigue mitigation.
 - l. Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including but not limited to, medical peer review committee information, confidential student information, Protected Health Information, and the business affairs of TTUHSCEP and any participating hospital or healthcare facility site.
 - m. Maintain a valid Texas Medical License or PIT permit at all times in accordance with the laws and regulations of the State of Texas.
 - n. Maintain necessary registrations to prescribe controlled substances as necessary to fulfill the educational requirements specific to Resident/Fellow's specialty.
 - o. Secure immunizations for measles, diphtheria, tetanus, mumps, rubella, influenza, and Hepatitis B, and submit to annual tuberculosis tests. Resident/Fellow shall keep such immunizations current during the term of this Agreement and provide written documentation as requested by TTUHSCEP. Immunizations must be current and up-to-date while employed by TTUHSCEP. Arrangements for immunizations and testing shall be the sole responsibility of the Resident/Fellow. Failure to comply with this provision will result in the suspension without pay of the Resident/Fellow and potentially lead to dismissal from the Residency Program.
6. **Training Experience.** TTUHSCEP PLFSOM agrees to provide a training experience that meets the standards set forth in the "Common Program Requirements" and specific "Program Requirements" as approved by the Accreditation Council for Graduate Medical Education (ACGME) <http://www.acgme.org/acgmeweb/> or any other accrediting body as applicable to the particular training program.

The policy on supervision of the Resident/Fellow by faculty is provided in GME Policy and Procedure "Resident/Fellow Supervision" at http://el Paso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx. The policy on evaluations of Resident/Fellow performance is provided in GME Policy and Procedure "Evaluation of Trainee Performance" at http://el Paso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx.

7. **Assignments.** The assignment schedule of Resident/Fellow is dictated by the Program Director of each respective department and is subject to approval by the Chair and/or Regional Dean, where applicable.
8. **Conditions for Reappointment and Promotion.**
- a. **Reappointment.** PGY appointments are made on a yearly basis with the expectation that continuation within the one year appointment and yearly reappointment throughout the duration of the residency/fellowship training period will be based upon evidence of satisfactory progress in professional growth and scholarship and the availability of training positions in the TTUHSCEP PLFSOM. If a decision not to renew Resident/Fellow's Agreement of Appointment, the Program Director will provide written notice (by certified mail, return receipt requested, or hand delivery with written acknowledgement of receipt) to the Resident/Fellow no later than four (4) months prior to the ending date of the current agreement; however, if the primary reason(s) for Non-Reappointment/Non-Promotion occur(s) within the four (4) months prior to the ending date of the current agreement, the Resident/Fellow will be given as much notice as the circumstances reasonably allow prior to the end of the agreement period. Should Resident/Fellow elect not to continue in the succeeding year(s) of his/her training program, he/she must notify the Program Director in writing at least four (4) months prior to the ending date of the current

appointment period or provide as much notice as the circumstances reasonably allow. The Reappointment policy is located at http://el Paso.ttuhsce p.edu/fostersom/gme/policies_procedures.aspx.

- b. **Promotion**. The Program Director may decide not to advance Resident/Fellow to the next PGY level at the end of his/her Graduate Medical Education Agreement of Appointment period. Notice will be provided to the Resident/Fellow no later than four (4) months prior to the ending date of the current agreement; however, if the primary reason(s) for Non-Promotion occur(s) within the four (4) months prior to the ending date of the current agreement, the Resident/Fellow will be given as much notice as the circumstances reasonably allow prior to the end of the agreement period. If Resident/Fellow fails to perform satisfactorily or to progress during his or her training program, he/she may be subject to disciplinary action, including dismissal, probation, and suspension for a period of time, nonrenewal, or retention at the current level of training. The decision not to advance a Resident/Fellow may be appealed following the protocol specified in the “Adverse Action Appeals Policy” and “Promotion Policy” are located at http://el Paso.ttuhsce p.edu/fostersom/gme/policies_procedures.aspx.

9. **Termination of Agreement**. TTUHSCEP reserves the right to terminate this Agreement for cause. Resident/Fellow’s dismissal from the training program will result in the immediate termination of this Agreement. The following are examples of misconduct that would be cause for immediate suspension without pay and other disciplinary action, up to and including dismissal from the training program.

- a. Possession, manufacturing, dispensing, use, or sale of illegal drugs or alcoholic beverages on property of TTUHSCEP or a participating institution;
- b. Unauthorized possession of property of TTUHSCEP or a participating institution, or property of an employee, patient or visitor of such institutions;
- c. Harassment, including physical, verbal, and/or sexual, of any individual associated with TTUHSCEP or a participating institution, including but not limited to, any patient, visitor, or employee of TTUHSCEP or a participating institution;
- d. Assault or fighting on property of TTUHSCEP or a participating institution;
- e. Possession of firearms, dangerous weapons, or explosives on TTUHSCEP property, unless the individual has TTUHSCEP written approval for such possession in the performance of his/her job or such possession is permitted by Texas law and TTUHSCEP policy;
- f. Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to TTUHSCEP;
- g. Disclosing information of a confidential nature to unauthorized persons, or any action that is a breach of professional ethics;
- h. Falsification of employment application, time and attendance reports, medical records, production reports, or other TTUHSCEP records and reports;
- i. Fraud and/or abuse involving any billing, administrative, or regulatory procedures including but not limited to Medicare, Medicaid, and other governmental programs as well as private pay and other third party reimbursement programs;
- j. Failure to report and/or detect suspected fraud and/or abuse involving any billing, administrative or regulatory procedures, including but not limited to, Medicare, Medicaid, and other governmental programs as well as private pay and other third party reimbursement programs;
- k. Failure to maintain proper or professional decorum in the workplace;
- l. Performance of illegal acts on TTUHSCEP or participating institution property resulting, or potentially resulting, in criminal prosecution;
- m. Failure to maintain up-to-date immunizations;
- n. Failure to comply with mandatory training;
- o. Failure to hold a valid Texas Medical License or PIT; and
- p. Failure to maintain valid work authorization to work in the United States through loss of appropriate visa status or other U.S. Department of Citizenship and Immigration Services (CIS) work authorization, or failure to demonstrate ECFMG certification or certification from other similar authoritative bodies.

This agreement may also be terminated at any time by the mutual consent of both Parties and shall automatically terminate upon the Resident/Fellow's death.

10. **Duty Hours and Moonlighting.** Resident/Fellow duty hours are promulgated by the ACGME and are described in the GME Policies and Procedures at http://elpaso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx. Resident/Fellow is required to participate in the duty hour documentation system in place within his/her training program, as well as, TTUHSCEP and must provide the required documentation of duty hours worked for each rotation on a timely basis. The reporting of compliance with all duty hour standards must be honest and accurate. Internal moonlighting is not mandatory. Internal moonlighting is only allowed after the PGY-1 level and requires written authorization by the program director. Time spent in internal moonlighting is to count in calculating duty hours for the rotation during which the internal moonlighting occurs. Pursuant to the GME External Moonlighting (Outside Remunerative Activities) policy, effective June 14, 2013, Resident/Fellow may be allowed to engage in external moonlighting during his/her unassigned duty period contingent upon the applicable program director's written approval and accountability towards the total 80-hour rule. In addition, pursuant to said policy, it is the Resident/Fellow's responsibility to: (1) have an independent license for the practice of medicine (Resident/Fellow may not use a PIT permit); (2) procure and maintain his/her professional liability for such moonlighting as no professional liability insurance will be provided by TTUHSCEP for those activities; and (3) not display or communicate to patients or patients' families his/her education affiliation with TTUHSCEP or his/her training program while functioning as a private physician.
11. **Duty to Disclose.** Resident/Fellow has an affirmative duty and agrees to disclose to the Program Director immediately, i.e., no later than forty-eight (48) hours of learning such fact, any information, current or past, that could affect eligibility for, or status regarding, a Texas Medical License or PIT, *prior to* beginning the residency program. In the event information is learned during the course of a residency or fellowship which could affect a PIT permit or license, Resident/Fellow must inform the Program Director immediately, i.e., no later than forty-eight (48) hours. Such information may include, but is not limited to: the opening of an investigation or disciplinary action taken against Resident/Fellow by any licensing law enforcement entity; an arrest, fine (over \$250), charge or conviction of a crime, indictment, imprisonment, placement of probation, or receipt of deferred adjudication; diagnosis or treatment of a physical, mental or emotional condition, which may impair Resident's/Fellow's ability to perform the essential functions of a physician in training or practice medicine; inability to secure necessary visa clearance, as applicable; or any incident involving moral turpitude of Resident/Fellow. Otherwise, Resident/Fellow acknowledges and certifies that he/she is able to perform the essential functions of a physician in training.
12. **Ethics.** Resident/Fellow shall adhere to the American Medical Association's "Principles of Medical Ethics", which is incorporated herein by reference: <http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics.page>.
13. **Certificate of Completion.** If Resident/Fellow fulfills all training requirements for certification and discharge to the satisfaction of the Program Director, and receives final clearance through the TTUHSCEP Office of Graduate Medical Education, TTUHSCEP will issue a certificate of completion. However, TTUHSCEP reserves the right to withhold the certificate of completion until Resident/Fellow is in compliance with all rules, regulations, personnel policies, pays any and all money due, returns all TTUHSCEP property, and completes all medical records.
14. **Benefits.** No benefits accrue to Resident/Fellow other than those specified or referred to in this Agreement, the TTUHSCEP Operating Policies and Procedures, or the GME Policies and Procedures, some of which are included below. The GME Policies and Procedures are located at https://elpaso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx.
- a. **Medical, Disability, and Dental Insurance.** TTUHSCEP shall provide Resident/Fellow and his/her legal, eligible dependents access to medical, dental, and disability group health insurance pursuant to TTUHSCEP policies and procedures.
 - b. **Retirement.** TTUHSCEP shall provide Resident/Fellow eligibility for membership in the Teacher Retirement System of Texas or the Optional Retirement Program, as well as eligibility to participate in other tax deferred annuity programs.
 - c. **Sick and Vacation Leave.** Resident/Fellow will be eligible for Sick and Vacation Leave per GME Policy and Procedure, "Leave Time", http://elpaso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx.

- d. **Discretionary Leave.** Resident/Fellow may be provided Discretionary Leave if the requirements of GME Policy and Procedure “Leave Time”, http://elpaso.ttuhsce.edu/fostersom/gme/policies_procedures.aspx, are met.
- e. **FMLA.** Family and Medical Leave is allowed under the Family Medical Leave Act (FMLA) when the Resident/Fellow has been employed by the State of Texas for at least 12 months and has worked at least 1,250 hours during the preceding 12 months, per TTUHSCEP 70.32, “Family and Medical Leave”, <https://elpaso.ttuhsce.edu/opp/documents/70/op7032.pdf>.
- f. **Uniform.** University Medical Center of El Paso will provide a lab coat and instructions on laundry service. Resident/Fellow shall pay for the repair or replacement of any damaged or lost items.
- g. **No Housing.** TTUHSCEP does not provide assistance for locating housing nor does TTUHSCEP provide on campus housing quarters. When Resident/Fellow is required to take overnight call, a room will be available for his/her use. Information regarding usage of and access to call rooms will be provided by Resident/Fellow’s training program.
- h. **Meals.** A meal allowance will be provided when Resident/Fellow is on duty. This allowance is exclusively provided for personal access to meals during working hours. It is not intended for use after duty hours. Affiliated hospitals and other participating institutions maintain protocols for the provision of meals.
- i. **Parking.** Resident/Fellow will be provided with a parking sticker and will be subject to the parking rules of TTUHSCEP as well as the affiliated hospital or other participating institutions to which he/she is assigned.
- j. **Professional Liability Insurance.** Professional liability insurance is provided through the Texas Tech University System Medical Liability Self-Insurance Plan, at no cost to Resident/Fellow. This insurance covers Resident/Fellow when performing assigned duties during Resident/Fellow’s training program at TTUHSCEP. Such coverage is valid at affiliated hospitals and other participating institutions to which Resident/Fellow is assigned. Resident/Fellow will be required to purchase professional liability for out of state rotations. Professional liability insurance does NOT cover any outside professional activities, i.e., “moonlighting”.
- k. **Resident/Fellow Support Services.** TTUHSCEP has a Resident/Fellow Assistance Program (RAP) to offer counseling services to Resident/Fellow and/or his/her eligible family members.

Resident/Fellow acknowledges that the benefits above are subject to change by TTUHSCEP and terminate at the expiration of this Agreement or upon termination or resignation of Resident/Fellows.

15. **Essential Functions of Job.** Resident/Fellow acknowledges he/she is able to perform the essential functions of a physician in training and will immediately, and in no event later than forty-eight (48) hours, notify his/her Program Director and Department Chair of any condition or event including, but not limited to, substance abuse, disability, or physical, emotional, mental impairment, temporary or permanent, of any kind, which might in any way, and in the judgment of TTUHSCEP, compromise or affect training, patient care, or safety to self or others.
16. **Release of Information.** Resident/Fellow agrees to release educational and training information to TTUHSCEP by executing the “Authorization for Release of Information”, which is provided in a separate document.
17. **Medical Records.** Resident/Fellow shall complete in a timely manner all medical records on each patient treated and shall maintain the confidentiality of such records as required by federal, state, and local laws and regulations. Resident/Fellow acknowledges that failure to complete medical records in a timely manner as stipulated in the GME Policies and Procedures and/or the participating institution’s Medical Staff Bylaws may result in disciplinary action, up to and including dismissal from the training program.
18. **Discrimination.** Resident/Fellow acknowledges that formal charges of discrimination based on sex, race, national origin, religion, age, disability, protected veteran status, genetic information, or other protected categories, classes, or characteristics, shall be filed in accordance with the TTUHSCEP Operating Policies and Procedures (HSC OP 51.02, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure for Violations of Employment and Other Laws).

19. **Unlawful Harassment.** Resident/Fellow acknowledges that TTUHSCEP does not tolerate sexual or other forms of harassment by and/or directed at Resident/Fellows/Fellows at TTUHSCEP or any participating institution. Resident/Fellow acknowledges and agrees that he/she is subject to the policies and procedures outlined in the TTUHSCEP Operating Policies concerning sexual and other forms of harassment (HSC OP 51.03, Sexual Harassment, Sexual Assault, Sexual Misconduct, and Title IX Policy and Complaint Procedure).
20. **Grievances.** Should Resident/Fellow have a grievance concerning his/her Residency Program or TTUHSCEP, the GME Policy and Procedure will govern http://el Paso.ttuhscep.edu/fostersom/gme/policies_procedures.aspx.
21. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any terms or conditions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or condition, but shall continue in full force and effect.
22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and this Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.
23. **Assignment.** Neither Party may assign his/her/its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment by either Party shall be null and void and of no force or effect.
24. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
25. **Governing Law; Venue.** This Agreement shall be interpreted, governed, and construed in all respects under the laws of the State of Texas. Venue shall be in the state or federal courts of El Paso County, Texas.
26. **Amendment.** This Agreement may be amended only by a written amendment signed by both Parties. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Health Insurance Portability and Accountability Act (“HIPAA”), Texas Health and Safety Code Chapter 181, and other applicable laws and regulations relating to the security and confidentiality of Protected Health Information (“PHI”). Upon any of the Party’s request, the Parties agree to promptly enter into negotiations with each other concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this Agreement, invoking the right to terminate this Agreement for default.
27. **Divisions, Titles, Headings.** The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs, and the use of titles, headings, and captions in connection therewith are solely for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement. Any conflict between the titles, headings, captions and text shall be resolved in favor of the text.
28. **Force Majeure.** Neither Party shall be liable nor be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of the Parties.
29. **Notices.** Any notice required under this Agreement shall be in writing and shall be deemed given if delivered in person or by United States certified mail, return receipt requested, and addressed to the Program Director.

