

**EDUCATION SERVICES AGREEMENT  
SIMULATION TRAINING CENTER**

**THIS EDUCATION SERVICES AGREEMENT** (the "Agreement") is effective July 1, 2021 ("Effective Date") and is by and between **TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH** ("Hospital"), a Texas non-profit corporation, and **UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH** ("Customer").

**RECITALS**

**WHEREAS**, Hospital is in the business of providing health services and has a medical simulation training center ("STC") through which it provides education services; and

**WHEREAS**, Customer desires for Hospital to provide education services to its students, and Hospital is willing to provide such services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services to be Provided. Hospital hereby agrees to provide to Customer the services described on Exhibit A which is attached hereto and incorporated herein (the "Services").

2. Term and Termination.

2.1 Term. The term of this Agreement shall commence on the Effective Date stated above and shall continue for a period of one (1) year unless sooner terminated as provided for herein.

2.2 Termination. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other party.

3. Compensation. Customer agrees to pay Hospital at the rates set forth and attached hereto on Exhibit A. Such amounts will be payable on or about the first day of the month after the Services are provided, but in no event later than the 20<sup>th</sup> day of the billing month.

4. Insurance Coverage. Hospital agrees to carry insurance coverage with minimum coverage amounts as follows:

4.1 Professional Liability Insurance covering Hospital, its employees, and any other persons contracting with Hospital for the Services hereunder. Said policies shall contain minimum limits of liability of \$1,000,000 per claim/occurrence and \$3,000,000 in the aggregate.

4.2 General Liability Insurance covering third party claims for bodily injury and property damage arising from the premises and operations of Hospital. Such policy shall contain minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

4.3 Worker's Compensation and Employers' Liability Insurance covering its statutory and legal obligations for employee job related injuries or illnesses. Said policy shall provide for statutory benefits and contain minimum limits of liability of \$500,000.00 per accident.

5. Miscellaneous.

5.1 Amendment. This Agreement may be amended only by written agreement of both parties.

5.2 Assignment. Neither party may assign or transfer this Agreement, or any portion thereof, without the prior written consent of the other party. Any assignment or transfer of this Agreement or any portion thereof without such written consent will void this Agreement. However, Hospital shall have the power and right to assign its interest in the Agreement to any successor-in-interest of Hospital or to any subsidiary, parent corporation, sponsor, wholly owned or controlled affiliate of Hospital.

5.3 Attorneys' Fees and Costs. If either party brings an action to enforce its rights under this Agreement, each party is responsible for its own costs and attorneys' fees.

5.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

5.5 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in the county in Tarrant County, Texas.

5.6 Medicare Access to Records. To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, Hospital shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services, or to the Comptroller General of the United States General Accounting Office, or to any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services Contractor provided under this Agreement.

5.7 Notices. Any notice, request or other communication required under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Hospital:	Texas Health Fort Worth Attn: President 1301 Pennsylvania Avenue
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Fort Worth, Texas 76104

Copy to: Legal Department  
Texas Health Resources  
612 E. Lamar Blvd., Suite 900  
Arlington, Texas 76011  
Attn: General Counsel

If to Customer: University of North Texas Health Science Center at Fort Worth  
3500 Camp Bowie Blvd.  
Fort Worth, Texas 76107  
Attn: Provost Office

5.8 Relationship of Parties. Nothing in this Agreement shall be construed to constitute either party as a partner, employee or agent of the other, it being intended that Customer shall be an independent Customer of Hospital under this Agreement and solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party. Neither Customer nor Hospital has the right to bind the other party hereto.

5.9 Hospital Policies & Procedures. Customer will instruct its participants to abide by applicable Hospital policies, procedures and guidelines. Information regarding applicable Hospital guidelines will be available at the time of training.

5.10 Indemnification. Customer will, to the extent allowed by law, indemnify and hold Hospital harmless for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for negligence resulting from the action or inaction of Customer, its students/participants.

5.11 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

**IN WITNESS WHEREOF**, on the dates set forth herein below.

**TEXAS HEALTH HARRIS METHODIST  
HOSPITAL FORT WORTH**

**UNIVERSITY OF NORTH TEXAS HEALTH  
SCIENCE CENTER AT FORT WORTH**



**EXHIBIT A**  
**Services and Compensation**

1. Services. Hospital will provide the following Services to Customer:
  - a. Name of STC activity: Emergency Medicine simulation experiences for TCOM students on their core EM rotation.
  - b. Simulation experiences provided: Each simulation set consists of a three (3) hour session and can accommodate up to fifteen (15) participants.
  - c. Date(s) of STC activity: July 1, 2021 through June 30, 2022.
  - d. Hospital will provide access to emergency care to participants in the event of an accident or injury during the simulations; however, the cost of such care will be at the participant's expense.
  
2. Compensation. Customer will pay Hospital a total of Thirty Thousand Dollars (\$30,000) for the Services. The compensation includes instruction and all supplies and consumables required for the STC activity.