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AUG 21 2019
2019

AGREEMENT
Between the Joint Admission Medical Program Council
and The University of Texas of the Permian Basin

SECTION 1. PARTIES TO THE AGREEMENT

This agreement is made and entered into by and between The University of Texas of the Permian Basin, ("School"), an agency of the State of Texas, and the Joint Admission Medical Program Council ("Council"), an agency of the State of Texas.

SECTION 2. TERM OF AGREEMENT

The period for performance of this agreement shall commence effective September 1, 2019, and shall terminate on August 31, 2023.

SECTION 3. PURPOSE OF AGREEMENT

In accordance with § 51.821, et. seq., Texas Education Code, the Council is authorized to administer the Joint Admission Medical Program ("Program"). The purpose of this agreement is to provide the terms and conditions for School to implement the requirements of Subchapter V, Chapter 51, Texas Education Code.

SECTION 4. AGREEMENT PERFORMANCE

1. The School agrees to:
 - A. Select a faculty member or academic or health professions advisor to serve as Faculty Director with the following responsibilities:
 - (1) Convene a committee to oversee all aspects of the Program at the School. The committee shall obtain academic and administrative guidance relevant to the administration of the program, including, but not limited to, admissions, student records, financial aid, and accounting services;
 - (2) Assist in implementing the Program at the School and in implementing or expanding the School's degree programs to provide participating students with sufficient preparation for enrollment in participating medical schools;
 - (3) Be a member of the Texas Association of Advisors to the Health Professions (TAAHP);
 - (4) Remain in regular contact, at least once a month, with the students to assure that the goals of the Program are met;
 - (5) Identify students who may be eligible to participate in the Program in accordance with §51.8265, Texas Education Code; and
 - (6) Participate in the Program's admission process at the School.

- B. Recruit and matriculate eligible students for admission to the Program;
 - C. Provide academic counseling to a participating student enrolled at the School;
 - D. Provide student records, as necessary, for the student's application to and participation in the Program;
 - E. Provide services to ensure scholarship funds are disbursed to participating students;
 - F. Provide other services, as necessary, for the implementation of the Program; and
 - G. Provide reports as requested by the Council. Any report shall follow the standards developed by the Council.
2. The Council agrees to:
- A. Assist the School in recruiting eligible undergraduate students for admission to the Program;
 - B. Establish an application process for admitting eligible undergraduate students to the Program;
 - C. Award scholarships to eligible participants during their sophomore, junior and senior years;
 - D. Award summer stipends to eligible participants to attend summer internship programs following the student's sophomore and junior years;
 - E. Match each eligible participant and program alternate student to a participating medical school for an undergraduate mentoring program;
 - F. Match each eligible participant to a summer internship offered by participating medical schools during the summers following the student's sophomore and junior years; and
 - G. Assist in developing services to support and encourage the pursuit of a medical education by participating students.
 - H. Comply with all Texas and federal privacy and confidentiality laws, including Texas Government Code Section 552.114, that are applicable to any information collected from or on behalf of participant or applicants for participation, including any information collected from the School.

SECTION 5. AGREEMENT FINANCIAL

1. The Council agrees to award funds on an annual basis to the School for the sole purpose of the Program in the amounts designated by the Council. The Council will notify the School of the amount to be awarded not later than 30 days before the beginning of each fiscal year.

2. Within 30 days of receipt of the award notification, the School shall submit a proposed budget for the expenditure of program funds awarded. The proposed budget shall be subject to expenditure guidelines that may be adopted by the Council. Upon approval of the budget by the JAMP Director, awarded funds will be dispersed to the School.
3. The School shall provide to the Council, not later than October 31 of each year, a financial report detailing fiscal year revenues and expenditures by purposes and amounts, including a certification by the President or designee that funds were used for the sole purpose of the Program. Additionally, all public schools are subject to audit on the appropriateness of expenditures, where selection for the audit will be on a rotational basis. School will be notified in May of each year to determine if they are subject to audit for the year". The report shall follow the standard developed by the Council.
4. The School shall open to inspection all books and records reflecting transactions and payments relating to this agreement to the Council or its representative.
5. The School understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to audit or investigate the expenditure of state funds under this contract. The School further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested. The School will ensure that this clause is included in any subcontract it awards related to this agreement.
6. The Council may require monies already disbursed to the School be returned if the School fails to materially comply with the terms of this agreement. Payment under this agreement may be suspended or terminated if the School fails to comply with the terms and conditions of this agreement.
7. If the Texas Legislature does not appropriate funds to administer the Program during a biennium, the School is relieved of its obligations under this agreement for that biennium.

SECTION 6. ADDITIONAL TERMS OF AGREEMENT

1. The rights, duties, obligations and interests of the parties set out herein shall not be assigned or transferred.
2. Nothing herein shall be construed to create any personal liability on the part of any officer or agent of either party hereto.
3. Nothing herein shall be construed to create any liability by the Council for personal or property damage that may occur through activities conducted as a result of this agreement.
4. This agreement shall be fully executed and returned to Council within one (1) month of receipt or the agreement contained herein shall be null and void.
5. Nothing in this agreement shall be construed to violate any provision of the laws and/or regulations of the United States of America or the State of Texas, and all acts done hereunder shall be done in such manner as may conform thereto. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this agreement or the application thereof to any person or circumstance is held to be invalid, the remainder of this agreement shall

nevertheless be valid, and the parties hereby declare that this agreement would have been executed without such invalid word, phrase clause, paragraph, sentence, part, portion, or provision. All the terms and provisions of this agreement are to be construed to effectuate the purpose, powers, rights, functions, and authorities herein set forth.

6. Any alterations, modifications, additions, or deletions to this agreement shall be in writing and executed by all parties to this agreement.
7. All oral or written agreements between the parties hereto relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained herein.
8. Venue for any dispute between the Parties shall be Travis County, Texas.

SECTION 7. NOTICES

1. Absent notice to the contrary in writing, all communication to the School relating to the breach, enforcement or termination of this Agreement shall be sent to the Chief Executive Officer of the School.
2. Absent notice to the contrary in writing, all other communication to School shall be sent to the Faculty Director designated under Section 4.1.A of this Agreement.
3. Absent notice to the contrary in writing, all communications to the Council shall be sent to Dr. J. Scott Wright, Executive Director, Joint Admission Medical Program Council, PO Box 2175, Austin, TX 78768

EXECUTED by representatives of the parties, pursuant to authorization of The University of Texas of the Permian Basin and the Joint Admission Medical Program Council this 28 day of August, 2019.

The University of Texas of the Permian Basin

By: 

Dr. Sandra Woodley
President

Joint Admission Medical Program Council

By: 

J. Scott Wright, Ed.D., Executive Director, Joint Admission Medical Program
On behalf of
Judianne Kellaway, M.D.
Chair, Joint Admission Medical Program Council