



CONTRACT BETWEEN
TEXAS A&M UNIVERSITY-SAN ANTONIO
&
JAMES J. ELLIOTT, DACLAM, DACVPM

THIS CONTRACT and AGREEMENT is entered into by and between the agencies shown below as Contracting Parties.

For and in consideration of the foregoing, the parties hereto agree as follows:

I. CONTRACTING PARTIES:

James J. Elliott, DVM, CACLAM, DACVPM

Texas A&M University-San Antonio – The Receiving Agency

II. STATEMENT OF SERVICES TO BE APPROVED:

A licensed, ACLAM Board Certified, USDA Accredited veterinarian with twenty-eight (28) years plus experience directing USDA licensed, AAALAC accredited animal care use programs, to serve as the Texas A&M University-San Antonio's attending/consulting veterinarian shall provide the following:

- A. Advise Texas A&M University-San Antonio administration and Institutional Animal Care and Use Committee (IACUC) on matters concerning laboratory animal care and USDA, NIH, and Office of Protection from Research Risks (OLAW) regulations.
- B. Act as a liaison for Texas A&M University-San Antonio with the USDA.
- C. Advise on the procedures for the IACUC.
- D. Develop written veterinary protocols for care.
- E. Continuing education and training for faculty, staff and students who utilize laboratory animals in research.
- F. Consultation to investigators regarding anesthetic, analgesia, animal models surgical technique and post-surgical care of animals.
- G. Semi-annual inspections of the animal facility.
- H. Provide veterinary medical care to animals in the facility as needed.

III. BASIS FOR CALCULATING REIMBURSEMENT COSTS:

The minimum annual compensation under this agreement is \$5,000, which shall cover up to 20 hours of veterinary services per year. The minimum annual compensation shall be payable quarterly in the amount of \$1250. The provider shall submit quarterly invoices to TAMUSA. The quarterly invoices shall keep a running total of the time the provider spent rendering veterinary services.

In the event the provider renders more than 20 hours of veterinary services in a year, the provider shall be paid for those additional services at the rate of \$150 per hour. The provider's invoices shall identify and generally describe the additional time spent providing veterinary services and the associated charges.

IV. CONTRACT AMOUNT:

Services listed in Paragraph II will be billed on a quarterly basis not to exceed \$10,000 annually.

TAMUSA shall pay James J. Elliott within thirty (30) days after receiving invoices for services provided.

V. TERM OF CONTRACT:

This Contract shall begin June 1, 2022 and shall terminate on the one (1) year anniversary date unless renewed by both parties in writing.

VI. NOTICE:

Any notice required herein shall be mailed to:

Texas A&M University-San Antonio
Graduate Studies & Office of Research
One University Way, CAB #435
San Antonio, Texas 78224

James J. Elliott, DVM, DACLM, DACVPM
410 Waycrest Dr.
San Antonio, Texas 78239

VII. CERTIFICATIONS:

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary for activities that are properly within statutory functions and programs of the effected institution of higher education of the State of Texas, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Texas A&M University-San Antonio further certifies that it has the authority to contract for the above services by authority granted in Section §68.01 et. Seq., Texas Education Code, and the Current General Appropriations Act.

PERFORMING AGENCY

James J. Elliott, DVM, DACLAM, ACVPM

James J. Elliott, DVM

Attachment: Exhibit "A" – General Provisions

RECEIVING AGENCY

Texas A&M University-San Antonio

Christopher L. Scott
Christopher Scott, Director of Procurement