

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made and entered into by and between the United States of America, acting through the United States Attorney's Office for the Northern District of Texas, on behalf of the Drug Enforcement Administration (DEA) (collectively, the United States), and the University of Texas Southwestern Medical Center (UTSW). The United States and UTSW are each referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

University of Texas Southwestern Medical Center

1. UTSW is a public academic health science center located in Dallas, Texas. UTSW's teaching hospital and largest treatment centers, the William P. Clements Jr. University Hospital and Zale Lipshy Pavillion, are located at 5151 and 6201 Harry Hines Boulevard, Dallas, Texas 75390.

2. As of the Effective Date of this Agreement, UTSW holds thirteen DEA Certificates of Registration at various locations, including at the William P. Clements Jr. University Hospital and Zale Lipshy Pavilion. The list of DEA Certificates of Registration that are subject to this Agreement are appended hereto as **Attachment 1**.

The Statutory Scheme and Role of the DEA and the Department of Justice

3. At all times relevant to this Agreement, UTSW was required to operate in accordance with the statutory provisions of the Comprehensive Drug Abuse Prevention

and Control Act of 1970, 21 U.S.C. §§ 801–904, and the regulations promulgated thereunder, 21 C.F.R. § Part 1300, *et seq.* (collectively, the CSA).

4. Under the CSA, any entity that proposes to manufacture, distribute, or dispense any controlled substance must first register with the DEA. 21 U.S.C. § 822; 21 C.F.R. § 1301.11.

5. Once registered, DEA registrants are authorized to possess, manufacture, distribute or dispense controlled substances only to the extent authorized by their registration and in conformity with the other provisions of the CSA. 21 U.S.C. § 822(b).

6. Under the CSA, DEA registrants are also subject to a variety of recordkeeping, reporting, and security requirements relating to controlled substances.

7. It is unlawful for a registrant to “refuse or negligently fail to make, keep, or furnish any record, report, notification, declaration, order or order form, statement, invoice, or information” required under the CSA. 21 U.S.C. § 842(a)(5).

8. DEA registrants must report any theft or significant loss of controlled substances, in writing, within one business day of discovery of the theft or loss. DEA registrants must further complete and submit a form, DEA Form 106, regarding such thefts or losses. 21 C.F.R. §§ 1301.74(c), 1301.76(b).

9. DEA registrants must “maintain, on a current basis, a complete and accurate record of each such [controlled] substance . . . received, sold, delivered, or otherwise disposed of.” 21 U.S.C. § 827(a)(3); 21 C.F.R. § 1304.21(a).

10. DEA registrants must use and maintain DEA Forms 222 for the order or distribution of Schedule II controlled substances. 21 U.S.C. § 828(a); 21 C.F.R. §§ 1305.01–1305.29.

11. At all times relevant to this Agreement, DEA registrants were subject to (i) a civil monetary penalty of up to \$10,000.00 for each recordkeeping violation, if the violation occurred before November 2, 2015, and (ii) a civil monetary penalty of up to \$15,691.00 per violation, if the violation occurred after November 2, 2015 and if the penalty was imposed after June 19, 2020. 21 U.S.C. § 842(c)(1)(B); 28 C.F.R. § 85.5.

12. The DEA is a Department of Justice component agency. The DEA is primarily responsible for administering the CSA and is vested with the responsibility for investigating violations of the CSA.

13. The United States Attorney General, through the United States Attorney's Office, has primary authority to bring civil actions to enforce the CSA. *See* 21 U.S.C. § 871; 28 C.F.R. § 0.55(c).

The Covered Conduct

14. The United States contends that it has civil claims against UTSW based on the alleged conduct set forth in **Attachment 2**, the United States' Statement of Covered Conduct (Covered Conduct), occurring from September 9, 2014 through January 1, 2020 (the Covered Time Period).

15. This Agreement is not an admission of liability by UTSW for the Covered Conduct under the CSA. UTSW, however, admits during the Covered Time Period:

- (a) UTSW submitted DEA 222 Official Order Forms to document the ordering, receipt, and distributions of Schedule II controlled substances that included documentation errors.
- (b) Theft and significant losses of controlled substances occurred at Clements University Hospital and Zale Lipshy Pavilion.
- (c) UTSW failed to notify or timely notify the DEA regarding thefts or significant losses of controlled substances.
- (d) Some of UTSW's policies and procedures were not consistent with the requirements of the CSA and its implementing regulations.

II. TERMS AND CONDITIONS

To avoid the delay, uncertainty, inconvenience, and expense of litigation, the Parties mutually desire to reach a full and final settlement of this matter pursuant to the Terms and Conditions set forth below. Therefore, in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

18. UTSW shall pay to the United States Four Million, Five Hundred Thousand Dollars (\$4,500,000.00) (the Settlement Amount). UTSW shall pay to the United States the Settlement Amount, no later than twenty (20) business days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Northern District of Texas. Should UTSW fail to pay the Settlement Amount within twenty (20) business days after the Effective Date of this Agreement, the United States, at its sole discretion, may void this Agreement and pursue available remedies against UTSW.

19. Subject to the exceptions in Paragraph 22 (concerning excluded claims) below, and conditioned upon UTSW's full payment of the Settlement Amount under this Agreement, the United States agrees to refrain from filing against UTSW any action for

civil penalty claims under the CSA that is based on the Covered Conduct. In further consideration of UTSW's fulfillment of its obligations under this Agreement, expressly conditioned upon UTSW's timely paying the Settlement Amount pursuant to Paragraph 18, and subject to the exceptions in Paragraph 22 (concerning excluded claims) below, the United States fully and finally releases UTSW and its assigns, successors, principals, management, officers, and directors from any civil or administrative claims the United States has, could have, or may assert in the future under the CSA related to the Covered Conduct.

20. Contemporaneous with the execution of this Agreement, UTSW and the DEA will enter into a three-year Memorandum of Agreement (MOA), which will resolve administrative claims that DEA has or may have against UTSW related to the Covered Conduct. *See* MOA appended hereto as **Attachment 3**.

21. UTSW fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including, without limitation, attorney's fees, costs and expenses of every kind and however denominated) that UTSW has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, or servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

22. Notwithstanding the release given in Paragraph 19 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and not released:

- (a) Any liability arising under Title 26 of the United States Code;

- (b) Any criminal liability;
- (c) Any liability under the False Claims Act, 31 U.S.C. § 3729 or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801–3812;
- (e) Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- (f) Except as explicitly stated in this Agreement or in the MOA appended as **Attachment 3**, any administrative liability, including the suspension and debarment rights of any federal agency;
- (g) Any liability based upon obligations created by this Agreement; and
- (h) Any liability of individuals, except as expressly stated in Paragraph 19.

23. Nothing in this Agreement shall prevent, preclude, limit, or prejudice the right of the United States to enforce the CSA by commencing a civil or administrative action against UTSW for violations of the CSA unrelated to the Covered Conduct or which occur after the Covered Time Period. Nothing in this Agreement, however, waives or limits UTSW's right or ability to raise any defenses to such an action.

24. The obligations imposed upon UTSW pursuant to this Agreement and the MOA are in addition to, and not in derogation of, all requirements imposed upon UTSW pursuant to all applicable federal, state and local laws and regulations, including, but not limited to, the requirements set forth in the CSA.

25. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

26. UTSW agrees that any and all costs it has, will or may incur, in connection with this matter—including payment of the Settlement Amount under this Agreement,

attorneys' fees, costs of investigation, negotiation, past and future compliance efforts (including any actions taken related to the terms of the MOA), and remedial action—shall be unallowable costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) for government contracting accounting and for purposes of any government reimbursement program.

27. This Agreement is intended to be for the benefit of the Parties only. It does not provide any rights or benefits to third parties. The Parties do not release any claims against any other person or entity.

28. The Parties acknowledge their promises in this Agreement are provided in exchange for valuable consideration provided by and through this Agreement.

29. All Parties consent to the United States' disclosure of this Agreement (including all attachments) and information about this Agreement, to the public, except that DEA Registration Numbers shall be redacted and not disclosed to the public.

30. Each Party shall bear its own legal and other costs incurred in connection with this matter, including those incurred in the preparation and performance of this Agreement.

31. Each Party and signatory to this Agreement represents that it, he, or she freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

32. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Texas, Dallas Division.

33. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

34. This Agreement and the Attachments constitute the complete agreement between the Parties with respect to the settlement of the United States' civil and administrative CSA claims against UTSW based on the Covered Conduct. This Agreement may not be amended except by written consent of the Parties.

35. This Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the Parties.


36. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

37. This Agreement is effective on the date of signature of the last signatory to the Agreement (the Effective Date of the Agreement). Facsimiles of signatures and electronic transmissions of signatures (including transmittal and receipt of PDF versions of signatures) shall constitute acceptable, binding signatures for purposes of this Agreement.

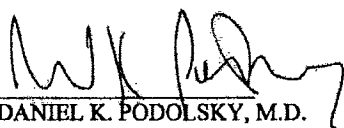
38. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the person and entities indicated below.

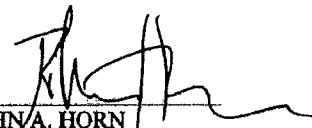
THE UNITED STATES OF AMERICA

Dated: 11/30/2021 BY: CHAD E. MEACHAM
United States Attorney


KENNETH G. COFFIN
ANDREW S. ROBBINS
Assistant U.S. Attorneys
United States Attorney's Office
Northern District of Texas

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

Dated: 11/22/2021 BY: 
DANIEL K. PODOLSKY, M.D.
President
University of Texas Southwestern Medical Center

Dated: 11/22/2021 BY: 
JOHN A. HORN
King & Spalding LLP
Counsel for University of Texas
Southwestern Medical Center

ATTACHMENT #1

1. UTSW Zale-Lipshy, DEA No. [REDACTED]
2. UTSW William P. Clements Jr. Hospital, DEA No. [REDACTED]

ATTACHMENT #2

UNITED STATES' STATEMENT OF COVERED CONDUCT

The United States contends that it has grounds to pursue civil monetary claims against UTSW based on the following alleged conduct of the DEA Registrants listed in **Attachment 1** which occurred during the Covered Time Period:¹

Recordkeeping Violations

1. During the Covered Time Period, UTSW violated 21 U.S.C. §§ 842(a)(5), 827(b), 828(a), and 21 C.F.R. §§ 1301.74(c), 1301.76(b), 1305.03, 1304.21(a), by refusing or negligently failing to make, keep, or furnish required records, reports, notifications, orders and order forms, statements, and other information required under the CSA.
2. UTSW's recordkeeping violations took various forms, some of which included the following examples:
 - (a) UTSW failed to properly document controlled substance dispensing;
 - (b) UTSW failed to properly document the "wasting" of controlled substances;
 - (c) UTSW submitted DEA Form 222 to document the ordering, receipt, and distributions of Schedule II controlled substances that included documentation errors; and
 - (d) UTSW failed to notify or timely notify the DEA regarding thefts or significant losses of controlled substances.
3. Each failure to maintain complete and accurate records was a violation of the CSA.

¹ Capitalized terms and acronyms shall have the meaning ascribed to them in the Settlement Agreement.

4. UTSW's deficient recordkeeping, as well as its promulgation of and adherence to certain policies and practices that were inconsistent with the CSA, contributed to UTSW's failure to consistently detect, monitor, or report to the DEA suspected diversion, as required by 21 C.F.R. §§ 1301.74(c) and 1301.76(b), as well as facilitated its failure to guard against the theft and diversion of controlled substances, as required by 21 C.F.R. § 1301.71.

Theft and Diversion

5. Theft and diversion occurred at Clements University Hospital and Zale Lipshy Pavilion, as a result of UTSW's failure to maintain effective controls and procedures to guard against the theft and diversion of controlled substances. For example:

(a) On December 15, 2016, a UTSW nurse overdosed on controlled substances that the nurse diverted from UTSW and died at the UTSW William P. Clements Jr. Hospital.

(b) On April 16, 2018, another UTSW nurse overdosed on controlled substances that the nurse diverted from UTSW and died at the UTSW William P. Clements Jr. Hospital.

(c) During the Covered Time Period, controlled substances were at times diverted by UTSW employees from Automated Dispensing Machines at UTSW facilities.

(d) Other thefts involved registered nurses who diverted controlled substances at UTSW, sometimes for significant periods of time. Some of these nurses diverted potent synthetic opioids, including fentanyl.

ATTACHMENT #3
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION

IN THE MATTER OF:

The University of Texas Southwestern Medical Center, William P. Clements Jr. University Hospital, 6201 Harry Hines Blvd., Dallas, Texas 75390, and its registered locations as described in **Attachment 1**.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is made and entered into by the Drug Enforcement Administration (DEA) and the University of Texas Southwestern Medical Center (UTSW) with two (2) of its registered locations (*see Attachment 1*), collectively referred to as UTSW. The Parties enter into this Agreement in an effort to work together to ensure high quality and safe patient care and to safeguard UTSW staff and the community. The terms and conditions of the Agreement shall commence and remain in effect for a period of thirty-six (36) months from the date signed.

I. DEA INVESTIGATION AND FINDINGS

1. The DEA initiated this investigation in December 2018 after receiving information that two (2) UTSW nurses overdosed on controlled substances at UTSW Clements Hospital, located at 6201 Harry Hines Blvd., Dallas, Texas 75390 (the Hospital).
 - a. Both nurses were found deceased in the Hospital from an overdose of Schedule II controlled substances, including fentanyl, that were withdrawn for patient use.
 - b. One of the deceased nurses had previously been brought into the UTSW emergency department as a patient while off duty due to an apparent drug overdose.
 - c. After the nurse's discharge, UTSW failed to fully investigate the circumstances associated with this nurse. After the nurse received medical clearance to return to work, UTSW placed no restrictions on the nurse's continued access to controlled substances; did not refer the nurse to drug dependency counseling and/or rehabilitative services; and, did not report this incident to the Texas Board of Nursing.
2. During the course of the investigation, UTSW filed a number of DEA 106 theft and loss reports, including reports concerning the two nurse overdoses as well as reports that provided other indicia of drug diversion occurring at the Hospital. The DEA concluded that UTSW did not file these reports timely as required by 21 C.F.R. § 1301.74(c).

3. On September 9, 2019, DEA investigative personnel conducted an inspection of UTSW to evaluate security measures and review records. During the course of that inspection, DEA investigative personnel identified a number of controlled substance security issues as well as recordkeeping violations pertaining to incomplete DEA 222 Official Order Forms.
4. DEA Diversion Investigators identified additional violations including:
 - a. Failure to maintain complete and accurate records, a violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(a);
 - b. Failure to maintain readily retrievable required records, a violation of 21 U.S.C. § 827(b), 21 U.S.C. § 842(a)(5);
 - c. Failure to make a timely required notification or report, a violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1301.74(c);
 - d. Failure to maintain effective controls to guard against theft and diversion of controlled substances, a violation of 21 C.F.R. § 1301.71(a); and
 - e. Failure to address suspected diversion by an employee, a violation of 21 C.F.R. § 1301.92.
5. The DEA referred the case to the United States Attorney's Office for the Northern District of Texas, Civil Division.

II. Remediation and Cooperation

6. Prior to the DEA's September 9, 2019 inspection of UTSW, UTSW conducted a comprehensive compliance review of its controlled substances controls and procedures and invested significant resources to enhance these processes, including hiring additional staff, acquiring advanced technology and software, and implementing physical security controls like lockboxes and port-less tubing.
7. UTSW also cooperated with the DEA's investigation. In response to, and in collaboration with, DEA's investigation, UTSW limited the number of automated dispensing medication units (pyxis machines) containing liquid fentanyl in the Hospital, and has continued to strengthen its controls for the handling of controlled substances, including the formation of a Controlled Substance Investigation Team (the UTSW CSIT), the deployment of advanced monitoring technology and software to track controlled substance discrepancies, and the installation of security cameras, all with the goal of deterring and identifying the diversion of controlled substances within its facilities.

III. Terms and Conditions

8. UTSW represents that it has had the opportunity to seek advice of counsel prior to entering into this Agreement. UTSW further represents that in order to settle and avoid any administrative litigation in this matter, it has entered this Agreement

voluntarily, without any degree of duress or compulsion. This Agreement represents the full and complete agreement of the Parties hereto. By executing this Agreement, UTSW waives all rights to seek judicial review or to challenge or contest the validity of any terms or conditions of this Agreement. This Agreement may not be modified, unless in writing, and both Parties agreeing to such modifications.

9. UTSW agrees that DEA personnel may enter their registered locations at any time during regular business hours, without prior notice, in order for the DEA to inspect and copy records and to verify compliance with this Agreement. UTSW will permit entry to the DEA personnel under a Notice of Inspection, without an Administrative Inspection Warrant, Search Warrant, or other legal means of entry.
10. UTSW agrees to abide by all federal, state and local statutes and regulations relating to controlled substances, controlled substances security, maintenance of records, and required reports to be made.
11. UTSW agrees to maintain complete and accurate records in accordance with 21 U.S.C. § 827(b) and 21 C.F.R. § 1304.21(a).
12. UTSW agrees to maintain readily retrievable records in accordance with 21 U.S.C. § 827(b).
13. UTSW agrees to file all required reports with the DEA within the statutory timeframe provided in accordance with 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1301.74(c). All reports should contain factually accurate statement with sufficient data to identify where the diversion occurred, what drug(s) were diverted, in what quantities, and the name of any suspects identified.
14. UTSW agrees to report each incident of suspected employee diversion to the DEA as provided by 21 C.F.R. § 1301.74(c), as well as to the UTSW Police Department, within one business day of discovery. UTSW management will appropriately address incidents of suspected employee diversion by limiting or prohibiting access of controlled substances by non-physician employees believed to be involved in drug diversion. In addition, UTSW will apply heightened scrutiny in its controlled substance monitoring of physicians believed to be involved in diversion, and the UTSW CSIT will report any such findings regarding physicians to UTSW's Chief Medical Officer for referral to the physician's department chair. To the extent the UTSW Chief Medical Officer and a physician's department chair believe a physician is involved in the diversion of controlled substances and in accordance with applicable federal and state law, UTSW and/or Texas Medical Board policy, rules, or guidelines, the UTSW Chief Medical Officer and/or the physician's department chair will refer the physician for peer review, disciplinary proceedings, and/or will notify the Texas Medical Board. UTSW agrees to comply with 21 C.F.R. § 1301.92 in regard to evaluation of the suspected employee's continued employment.
15. Within three (3) months after execution of this Agreement, UTSW will contract with an external auditor, at their own expense, to conduct unannounced audits of five (5) Schedule II narcotics dispensed via pyxis machines for a period of one (1) year (one (1) of which must be fentanyl, if applicable). Each pyxis machine will be audited at

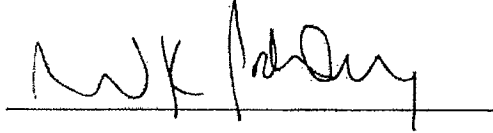
least once during the one (1) year period at random to ensure accountability and compliance. Audit periods should be for a minimum of three (3) days with variable dates from pyxis machine to pyxis machine. The audits will be reviewed and signed by the Pharmacist-in-Charge. Any discrepancies or deficiencies found by the audits will be resolved within thirty (30) days and documented in the audit report. A copy of the audit and/or discrepancy report will be provided to the DEA within 24 hours after review and signature by the Pharmacist-in-Charge.

16. Within one (1) year after execution of this Agreement, UTSW shall institute a broad-based educational program that focuses on prevention of drug diversion in the workplace. The program shall identify signs and symptoms of addiction and diversion, threats to patient care, threats to life, impact on personal careers, and effect on public trust. The program must also identify the federal laws and regulations pertaining to controlled substances, as well as identification and reporting of suspected drug abuse or diversion. Certification of training will be made available to the DEA upon request for inspection and compliance. UTSW shall, at minimum, create and/or implement the following:
 - a. Employee orientation materials designed to educate employees on the potential of drug diversion in the workplace.
 - b. Annual mandatory online employee training module designed to prevent drug diversion and create awareness of the necessity for the safe handling of controlled substances. The training module shall also include information on the proper ways to respond to diversion and responsibilities to report diversion if it is suspected. At the conclusion of each calendar year, a report will be submitted to the DEA providing a brief description of the training and the number of employees who received the training.
 - c. UTSW shall, at a minimum, provide such training to any and all employees who handle or are authorized to access to controlled substances.
17. Within 90 days after execution of this Agreement, UTSW shall create and/or implement an "Employee Compliance Hotline" that will encourage and permit the anonymous reporting of any suspected illegal controlled substance handling, use, diversion, and/or drug impairment.
 - a. On a quarterly basis, UTSW will provide a report to the DEA containing the following information related to Employee Compliance Hotline calls, which reference controlled substance compliance issues as noted above:
 - i. Date of call;
 - ii. Description of content of the Hotline call; and
 - iii. Description of any investigation and/or action taken as a result of the Hotline call.

18. Consistent with applicable state law, UTSW will include, as a part of its overall security and anti-diversion policy, urine drug screening for employees if UTSW administration has reasonable suspicion that the employee is utilizing controlled substances illicitly. Employees who refuse testing or test positive for any controlled substance not legally prescribed, will immediately be removed from access to controlled substances within UTSW. In addition, unless terminated, the employees who fail or refuse the test shall be offered information about employee assistance programs and/or counseling or rehabilitative services and shall not be allowed to resume employment without medical clearance. Professional staff with licenses shall be reported as required by law.
19. Consistent with applicable state law, UTSW agrees to take the following actions:
 - a. Within 90 days after execution of this Agreement, implement the requirement that a comprehensive background check be performed for any employee hired after the effective date of this Agreement that will be engaged in the direct handling of controlled substances to identify any history of drug diversion. The comprehensive background check will include a criminal background check, search by vendors of national criminal databases and search of the State of Texas licensing agencies (e.g., Texas Board of Nursing, Texas Medical Board, etc.) to verify any complaints or administrative action against a licensee.
 - b. Take steps to ensure each employee that handles controlled substances is aware of UTSW's workplace diversion program.
 - c. Follow progressive discipline practices for violations of controlled substance policies and procedures.
 - d. Establish a written progressive controlled substance data oversight program as it relates to employee violation of UTSW controlled substance policies and procedures.
 - e. Within 90 days after execution of this Agreement, establish a database of employees who are discharged and/or resign from employment due to the diversion of controlled substances, and upon request disclose that information to another health facility who conducts any pre-employment inquiry.
 - f. Notify licensing authorities of any licensed employee who has been discharged and/or resigned from employment due to diversion of controlled substances and/or any other mishandling of controlled substances. If UTSW makes such report, a copy of the report will also be provided to DEA.
 - g. Conduct pre-employment drug screen testing of any employees hired after execution of this Agreement who will be handling controlled substances.
 - h. To the extent permitted by federal and state law, the opinions and guidance of the Texas Attorney General, and the University of Texas policies, initiate attempts to recommend a policy of random drug testing of all employees who handle or have access to controlled substances.

20. Beginning within three (3) months, but not later than one (1) year after execution of this Agreement, UTSW will install security cameras capable of recording controlled substance transactions at each pyxis machine containing liquid fentanyl at the expense of UTSW. Recordings of all transactions shall be maintained for a minimum of three (3) months and be available to DEA and any other law enforcement personnel for review upon request. In instances where identified discrepancies have occurred, the recordings of the transactions shall be maintained for a minimum of six (6) months and be available to DEA and any other law enforcement personnel for review upon request.
21. UTSW agrees to provide a copy of this Agreement to the Texas State Board of Pharmacy and the Joint Commission on Accreditation of Hospitals.
22. The terms of this Agreement will not establish a precedent and will not be used as a basis by UTSW, or any other representative, to seek or justify similar terms in any other matter.
23. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same Agreement. DEA agrees to provide UTSW with an executed copy of this Agreement once all signatures have been received.
24. The Parties enter this Agreement with the understanding that the DEA and UTSW will abide by its contents in good faith. By signing this Agreement UTSW represents that it has read and understands all terms in this Agreement, and represents that there are no other promises or terms other than what is explicitly contained in this Agreement. UTSW acknowledges that this Agreement does not absolve UTSW as an entity or its employees or contract personnel from any other liability, either civil or criminal, in this or other matters.
25. UTSW acknowledges that breach of this Agreement may lead to other administrative penalties including, but not limited to, letters of admonition, orders to show cause, or immediate suspension orders. In addition, a breach of this Agreement may subject UTSW to further civil and/or criminal penalties.
26. The person that signs this Agreement on behalf of UTSW represents that he or she is duly authorized to act on behalf of UTSW and the authority to sign this Agreement has been properly delegated to him or her.
27. The person that signs this Agreement on behalf of the DEA represents that he or she is duly authorized to act on behalf of the DEA and the authority to sign this Agreement has been properly delegated to him or her.

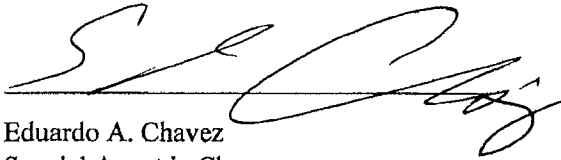
**ON BEHALF OF THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL
CENTER**



Date 11/22/2021

Daniel K. Podolsky, M.D.
President
University of Texas Southwestern Medical Center

FOR THE DRUG ENFORCEMENT ADMINISTRATION



Date 11/29/2021

Eduardo A. Chavez
Special Agent in Charge
Drug Enforcement Administration
Dallas Field Division