

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND MANATT HEALTH STRATEGIES, LLC

This Services Agreement ("Agreement") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Manatt Health Strategies, LLC (hereafter referred to as "PROVIDER"). A&M System and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System to provide services to assess the TAMHSC organization and intercollegiate structure of EnMed. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution and will extend for three (3) months. This Agreement can be extended for additional terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER \$140,000. This amount is inclusive of all reasonable and necessary expenses, including travel.
- B. PROVIDER can invoice A&M System monthly for the Scope of Work identified in Section 1. For reimbursement of travel expenses, PROVIDER'S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. Business-related travel, lodging and/or meal expenses will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>). PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>.

- E. All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of A&M System.
- B. A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit B, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally

associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.

- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- G. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- H. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- I. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with

making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Keith Williams from the A&M System's HUB Program at (979) 458-3265 or kwilliams@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- N. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.
- O. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice

to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.

- P. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- Q. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- R. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- S. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- U. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- V. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- W. **Document Retention and Destruction.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement. In the course of PROVIDER's provision of services and/or representation of A&M System, PROVIDER is likely to come into possession of copies or originals of documents or other materials belonging to A&M System or others (collectively, "materials"). PROVIDER shall retain all such documents or materials for seven (7) years after termination or expiration of this Agreement. Alternatively, PROVIDER may return all such documents and materials to A&M System. If A&M System does not request delivery of the materials before the end of the seven-year period, PROVIDER will have no further obligation to retain the materials and may, at its sole discretion, destroy the materials without further notice to A&M System.

- X. **Nature of Services and Confidentiality of Information.** It is understood that Manatt, Phelps & Phillips, LLP (the "Firm") will not provide legal services in connection with this matter. If A&M System wishes to retain the Firm in connection with this or any other matter, such retention will require a separate written agreement. PROVIDER will provide consulting services and not legal services or advice. (The nature of the services is described in the Statement of Work, which is part of the Agreement). PROVIDER may engage professionals to render these services, which may include attorneys who are partners or associates of the Firm. Even though an attorney is involved, PROVIDER is not a law firm and neither PROVIDER nor any persons engaged by PROVIDER in connection with this matter who happen to be attorneys will be providing legal services to A&M System. Accordingly, none of the protections of the attorney-client relationship or the attorney-client privilege for communications will exist with respect to the services rendered by PROVIDER. PROVIDER will treat A&M System's information as confidential, however, the communications between A&M System and PROVIDER will not be protected by the attorney-client privilege.
- Y. **Client.** PROVIDER's sole client is A&M System, including its subordinate affiliates, Texas A&M University and the Texas A&M University Health Science Center, but not any other related or affiliated person, subsidiary, affiliated corporation or entity, nor any other system, component, unit, agency, or instrumentality of, or supported by, the State of Texas, nor any of their respective officers, directors, agents, members, partners, stakeholders, or employees, (collectively, "Affiliates"). PROVIDER and the Firm are and will continue to be free to be adverse to Affiliates in any unrelated matters. PROVIDER's advice may not be relied on by anyone but A&M System, Texas A&M University and the Texas A&M University Health Science Center.
- Z. **Other Conflicts of Interest**
- i. **Relationship with Manatt, Phelps & Phillips, LLP.** PROVIDER is a wholly owned subsidiary of the Firm, which is a law firm. This means that the Firm has a financial interest in the work performed by PROVIDER.
 - ii. **Relationships with Other Clients.** The Firm and PROVIDER represent many clients in the health care industry, among others. The Firm and PROVIDER have confidentiality obligations to its other clients, and PROVIDER will not have any obligation to disclose or use in connection with this engagement any information that it learns in the course of any other representation, even if it would be helpful to A&M System. PROVIDER will apply these same confidentiality standards to information it learns in the course of its representation of A&M System. In addition, the Firm may be asked to represent one or more clients in matters adverse to A&M System or its interests in the future. A&M System hereby agrees that it will not seek to proscribe, limit, or disqualify the Firm from any such adverse representation; however, that the Firm will not undertake any such adverse representation if it relates directly to PROVIDER's work for A&M System, nor will the Firm engage in any litigation, arbitration or other formal dispute resolution proceedings adverse to A&M System while PROVIDER or the Firm is representing A&M System. Otherwise, neither the Firm nor PROVIDER will be limited in representing other clients, even if they are directly or indirectly adverse to A&M System in transactions, negotiations or regulatory, legislative or public policy matters, and A&M System waives any conflict of interest that may exist by virtue of any such adverse representation (it being understood that A&M System's waiver does not permit PROVIDER to use any of A&M System's confidential information).
- AA. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means

and will be effective when actually received. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

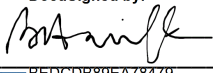
A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: jzimmermann@tamus.edu

PROVIDER: Manatt Health Strategies, LLC
Attn: Tom Enders
7 Times Sq.
New York, NY, 10036
Attention:
Phone: 212-790-4508
Email: tenders@manatt.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

DS
JD

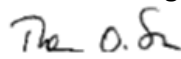
The Texas A&M University System

DocuSigned by:
By 
BILLY HAMILTON
Deputy Chancellor & Chief Financial Officer

1/25/2021 | 12:57:32 CST

Date

Manatt Health Strategies, LLC


By _____

1/22/2021

Date

EXHIBIT A – SCOPE

Texas A&M University System (TAMUS)
Strategic Planning Consultant Services
Scope: TAMHSC & EnMed Organization Assessment

This Scope of Work (SOW) addresses work to be completed to assess the TAMHSC organization and intercollegiate structure of EnMed.

TAMUS has requested the following scope of work:

- With an understanding of the priorities of a new Texas A&M Health strategic plan, assess the central administration organizational structure and make recommendations regarding focus and functions of the organization, identifying duplicative functions between colleges, central administration, and TAMU, as well as the proper centralization versus de-centralized structure to achieve enterprise wide goals;
- Assess current budget creation and development process across the Health Science Center and recommend improvements in budgeting process to better link strategic priorities of HSC, Colleges and major Institutes to annual budgets, create more accountability for accomplishing goals defined in budgets and integrate budget development and monitoring with TAMU budget process. Consider and make recommendations related to potential improvements in accountability and performance through the potential use of budgeting models such as, but not limited to, responsibility centered management (RCM,) performance based budgeting, zero based budgeting, activity based budgeting, etc.) Ensure that any budget process proposals are consistent with TAMU requirements.
- Review draft plan for intercollegiate school structure as proposed for EnMed program and make recommendations for a final plan which assures sustainability, efficiency, performance and growth expectations, clear lines of responsibility and accountability, and appropriate governance structure to oversee growth of both the academic and research promise of the EnMed program.

Description

TAMUS has requested a high-level assessment of TAMHSC administrative structure and processes. TAMUS seeks recommendations related to achieving the right balance between centralized and decentralized administration and in identifying duplicative functions between the colleges, central administration and TAMU. TAMUS is also interested in understanding Manatt's recommendations relating to using the budget processes across TAMHSC and TAMU as a means to increase accountability for the achievement of goals and objectives. TAMUS would like an assessment of the strengths and weaknesses of current budget processes and an evaluation of the suitability of alternative budgeting models such as, for example, responsibility centered management (RCM), performance-based budgeting, zero based budgeting and activity-based budgeting. Also, given the emphasis in Vision 360 on interdisciplinary education and research, TAMUS has requested Manatt's review of the draft plan for intercollegiate school structure as proposed for the EnMed program. TAMUS concerns here are to ensure clear accountability, financial discipline, and a path to sustainability for the EnMed program, while also creating a model that may be applied to other

intercollegiate educational and research programs. Our recommendations will reflect the organizational values that we have discerned during our work with TAMHSC on the Vision 360 strategic plan. These include:

- a. Respect for the academic autonomy of the schools/colleges
- b. A preference for lean solutions that minimize bureaucracy and maximize accountability
- c. An aspiration to eliminate organizational silos

Approach & Deliverables

The assessment will begin in early January with a draft report to be completed by the end of February and a final report by March 15. We will make use of what we have learned about the HSC during Vision 360 to organize three streams of work: administrative organization structure, budgeting and intercollegiate school structure. Each of these streams are described, in turn, below:

Scope Component	Description	Work Steps
<u>Administrative Organization Structure</u>	Assess administrative structures, processes and accountabilities for the HSC	<ul style="list-style-type: none"> • Complete HSC capability framework required to implement Vision 360 priorities. Prepare enterprise process map of administrative functions. • Review organization charts of HSC, each college, and TAMU (selected areas to be agreed upon). • Identify (high level) potential areas of overlap and/or duplication at each level of administration: department, school/college, HSC and TAMU. • Prepare findings and preliminary recommendations for processes and services to be a) maintained at College level; b) potentially centralized.
<u>Budget Creation and Development</u>	Assess current budget creation and development processes across the Health Science Center and recommend improvements in the budgeting process	<ul style="list-style-type: none"> • Complete selective interviews to understand and outline the current budget creation processes for the colleges and the HSC • Understand TAMU budget requirements • Complete qualitative assessment of the strengths and weaknesses of current practices • Define HSC budget process objectives, and address the following questions: <ul style="list-style-type: none"> ○ Is the budget process an accounting exercise of consolidating budgets for reporting purposes? ○ Is the budget process a collaboration on strategy, future investments, and the allocation of scarce resources? ○ Does it link to our Vision 360 strategic plan?

		<ul style="list-style-type: none"> ○ How will the budget be used when complete? ○ How are accountabilities aligned relative to budgets, goals, and metrics, and tied to performance evaluations? ● Evaluate alternative budget methodologies with respect to their potential to address the HSC budget objectives. The evaluation of alternative budget methodologies will include pros and cons of each. <i>((An assessment of the feasibility of adopting these methods is beyond the scope of this engagement))</i>
<u>Intercollegiate school structure</u>	Review the draft plan for EnMed intercollegiate school structure & make recommendations for the final plan	<ul style="list-style-type: none"> ● Complete selective interviews to identify the salient issues that must be addressed in the final plan ● Assess the proposed intercollegiate school structure for EnMed according to the following characteristics: <ul style="list-style-type: none"> ○ Financial sustainability ○ Operational efficiency (as relates to functions and services provided by each of the Schools of Medicine and Engineering) ○ Performance and growth expectations, in terms of research growth and student class increase ○ Financial responsibilities and alignment, clarifying what each College is clearly responsible for as well as the EnMed program itself ○ Clarity of accountability for management and program decisions, and how issues are/will be addressed ○ Appropriate intercollegiate governance structure to oversee growth of both the academic and research promise ○ Opportunities and model for intercollegiate philanthropic development, including campaign development and implementation ○ other factors as jointly determined ● Based on the evaluation, provide an assessment of the proposed model ● Prepare recommendations for a final plan for EnMed

Two reports will be prepared. One report will address EnMed and include an executive summary and an outline of our findings and recommendations. The second report will address HSC structure and budget recommendations.

Fees & Timing

Manatt's engagement for this Scope will be through March 15, 2021. The EnMed report will be completed by February 28, 2021. The HSC report will be complete by March 15, 2021. Professional fees for this scope are \$140,000, and will be invoiced on the following schedule:

Month	Professional Fees
January, 2021	\$50,000
February, 2021	\$60,000
March, 2021	\$30,000

Staffing

Tom Enders, Bob Rebitzer, Tucker Leary, and Dr. Darrell Kirch will provide support for this engagement. Additional subject matter experts and project management staff may be called upon for support on an as needed basis.

EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If

coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. **Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

F. PROVIDER will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in SOProcedurement@tamus.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.