

COMPSYCH®

GuidanceResources® Worldwide

AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees, retirees and dependents ("Participants") of The Texas A&M University System (hereinafter referred to as "Client") to begin September 1, 2019 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of three (3) years for the delivery of a Program to Client. After the expiration of the initial term (August 31, 2022), this Agreement shall have an option to renew for an additional three (3) year period.

In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within ninety (90) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such ninety (90) day period.

2. **Fees:**

- (A) Client agrees to pay ComPsych a fee of [REDACTED] and a fee of [REDACTED]. Upon renewal of this Agreement fees may increase by a maximum of five percent (5%). Client represents that as of the Commencement Date it has approximately 29,458 employees located in the United States as more fully described on Schedule III, 250 employees located in Qatar, and 10,644 retirees. Client agrees to provide ComPsych with monthly updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. ComPsych will invoice Client monthly and payments shall be made to ComPsych in accordance with Chapter 2251 of the Texas Government Code, which is to make payment within 30 days from the receipt of a properly prepared invoice. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment in an amount not to exceed five percent (5%) for each day the installment remains unpaid or the maximum amount allowed by law, in addition, to the extent authorized under Texas law, to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
- (B) Pre-approved travel expenses (associated with, for example, training, CISMs, Account Management, etc.) are billed separately and are due thirty (30) days after receipt of invoice by Client.
- (C) Critical incident stress management ("CISM") services will be provided at no charge. However, if there is an event that impacts a large number of ComPsych customers in the same general location where Client requires services, CISM services shall be limited to the extent reasonably necessary to ensure that ComPsych is able to provide support to such other customers.
- (D) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time in the United States will be billed at a rate of [REDACTED] plus travel and related expenses, and any training time and travel time outside the United States will be billed at a rate of [REDACTED] plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (E) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(D) will apply or training hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all eligible employees and retirees of Client, and that all such employees and retirees shall be covered under this Agreement.
4. **Services:** The Program shall include those services described on Schedule I attached hereto ("Services"). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.
5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration contracts and shall be fully responsible for its compliance with all applicable laws. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of Services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

Client Billing Contact: Sheri Meyer

Address: Attn: System Benefits Administration
301 Tarrow Street, 5th Floor
College station, TX 77840

Phone number: (979) 458-6175

Email address: s-meyer@tamus.edu

10. **Assignment:** Client must assign its rights and obligations under this Agreement to any successor by merger, consolidation or sale or other disposition of all or substantially all of its assets or stock.
11. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
12. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

- 13. Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
- 14. Relationship of the Parties:** ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
- 15. No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.
- 16. Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Texas, without regard to its conflict of laws rules.
- 17. Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
- 18. Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.
- 19. Indemnity:** As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") that arises out of ComPsych's breach of this Agreement or any negligent or intentional act or omission of ComPsych under this Agreement or any of the transactions contemplated under this Agreement, ComPsych shall indemnify and defend Client and Client's members, regents, officers, employees, representatives, and agents (each an "Indemnitee") against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding (collectively, "Indemnifiable Losses"); except to the extent that an Indemnitee negligently or intentionally caused those Indemnifiable Losses.
- The obligations of indemnity hereunder are conditioned on Client (i) giving ComPsych prompt written notice of any claim for which indemnification will be sought, (ii) permitting ComPsych to assume exclusive control of the defense and settlement of such claim subject to the consent of the Attorney General of the State of Texas, and (iii) providing reasonable assistance and cooperation (at ComPsych's expense) in the defense and settlement of such claim. Client may take part in its defense at its own expense after ComPsych assumes the control thereof. ComPsych shall not settle or compromise any indemnified claim hereunder in a manner that admits fault or liability on the part of Client, or requires Client to take or forbear from taking any action, unless with the prior written consent of Client (such consent not to be unreasonably withheld).
- 20. Certification as to Contracts with Companies Boycotting Israel:** Pursuant to Chapter 2270, Texas Government Code, ComPsych certifies that ComPsych does not and will not, during the performance of this Agreement, boycott Israel. Client may terminate this Agreement if this certification is inaccurate.

- 21. Certification as to Business with Certain Countries and Organizations:** Pursuant to Chapter 2252, Texas Government Code, ComPsych certifies that ComPsych is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Client may terminate this Agreement if this certification is inaccurate.
- 22. Conflict of Interest:** ComPsych and each person signing on behalf of ComPsych 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 Client or Client's Board of Regents, nor any employee or person whose salary is payable in whole or in part by Client, 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.
- 23. Debts or Delinquencies:** Pursuant to Section 2252.903, Texas Government Code, any payments owing to ComPsych under this Agreement may be applied directly toward certain debts or delinquencies that ComPsych 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.
- 24. 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% 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."
- 25. Disputes:** ComPsych shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by ComPsych that cannot be resolved in the ordinary course of business. ComPsych shall submit written notice of a claim of breach of contract under this chapter to Client's designated official, who will examine ComPsych's claim and any counterclaim and negotiate with ComPsych in an effort to resolve the claim.
- 26. Public Information:** ComPsych acknowledges that Client 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. Upon Client's written request, ComPsych shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Client has a right of access. ComPsych acknowledges that Client may be required to post a copy of the fully-executed Agreement on Client's website in compliance with Section 2261.253(a)(1), Texas Government Code.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation

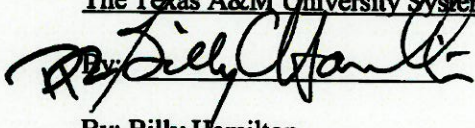
By: 

By: Richard A. Chaifetz

Its: Chairman & CEO

Date: 8/1/2019

The Texas A&M University System

By: 

By: Billy Hamilton

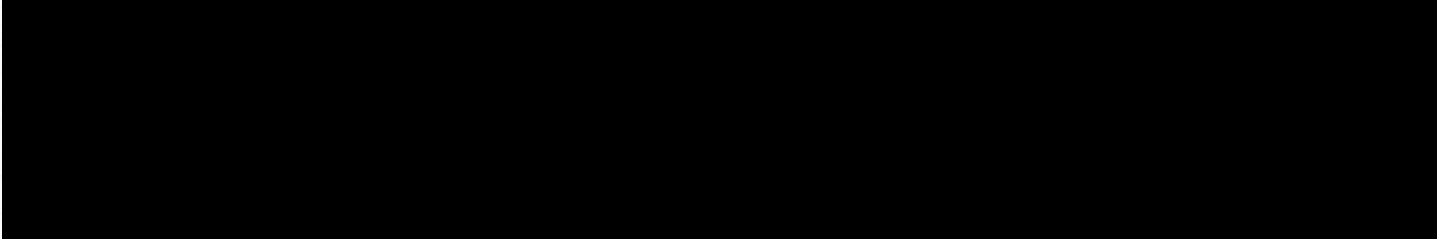
Its: Executive Vice Chancellor & CFO

Date: 8/6/2019

**SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES**

Account Management: Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.

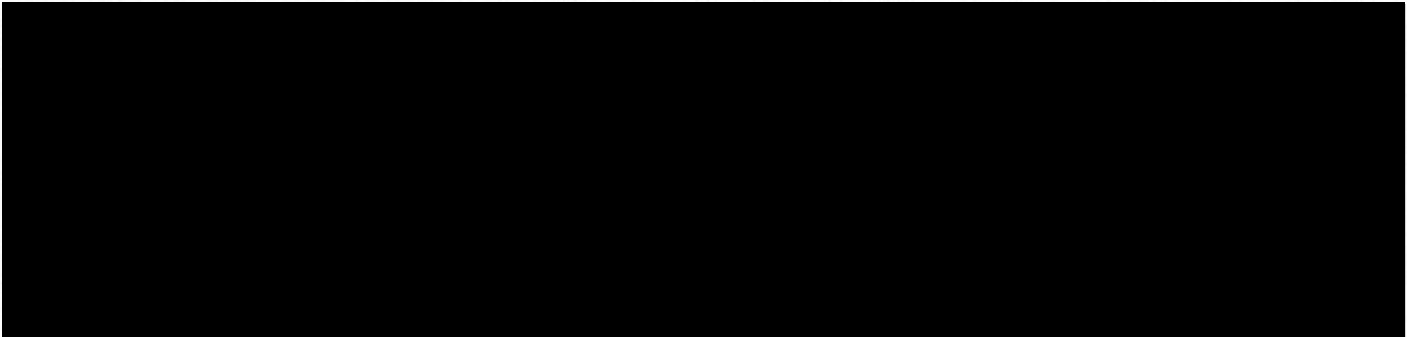
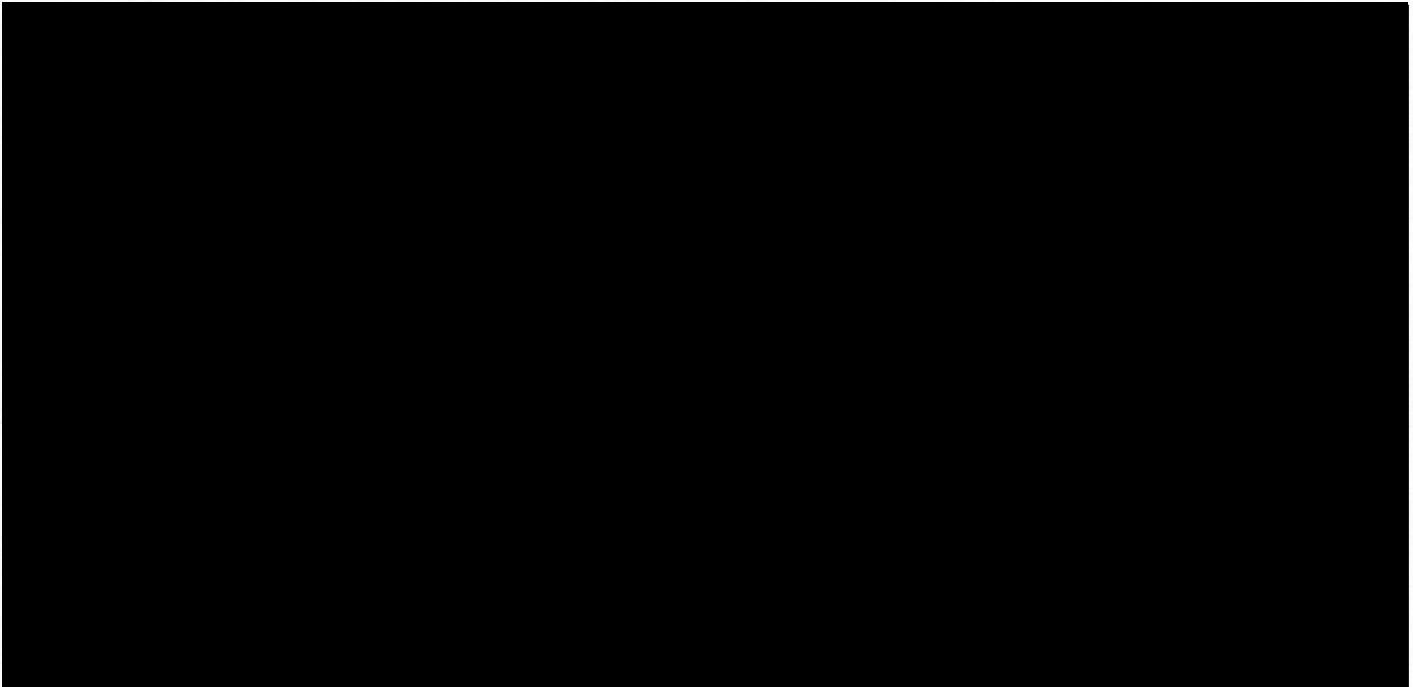
Management Report: ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the Services.

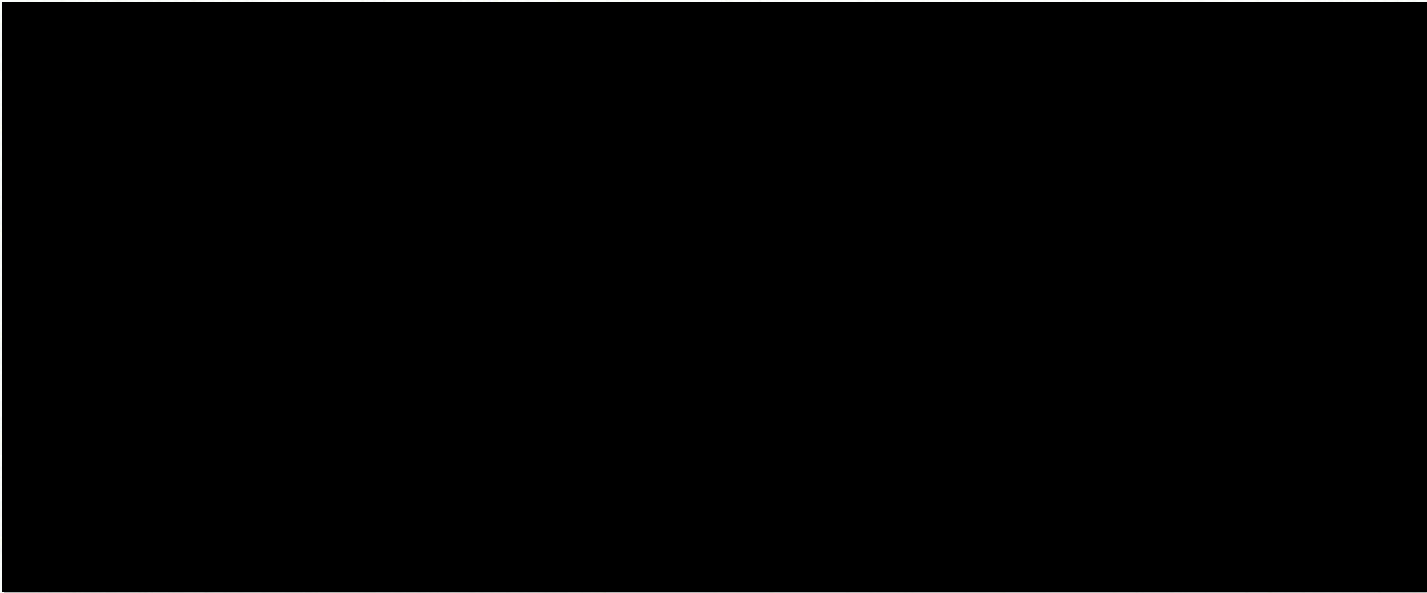


Program Promotion: ComPsych will provide customary promotional materials announcing and explaining the Program to Client employees and retirees. In addition, ComPsych will mail promotional materials to each employee's and each retiree's home on an annual basis.

SERVICES IN THE UNITED STATES

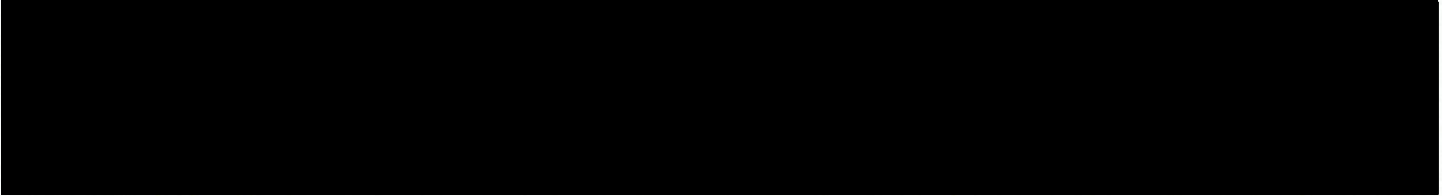
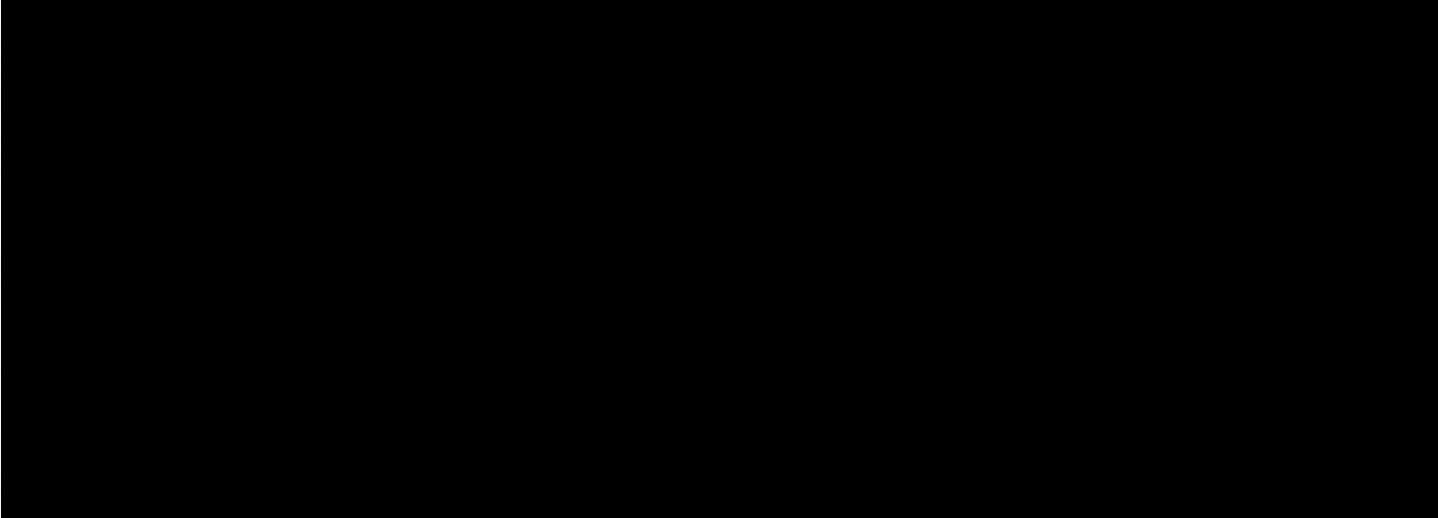
Service Access: Toll free telephone line access to guidance consultants.





SERVICES OUTSIDE OF THE UNITED STATES

Service Access: Participants shall be able to access Services through a toll free number (where reasonably available) or an in-country number.



**SCHEDULE II
PERFORMANCE GUARANTEES (U.S. ONLY)**

Performance guarantees will be measured annually for determination of whether a penalty amount will be credited, not to exceed a [REDACTED] credit of fees paid by Client during the most recent completed contract year. Reconciliation of performance guarantees shall occur within sixty (60) days after the end of each contract year. This Schedule II will survive the termination or expiration of the Agreement as to the final contract year, and ComPsych shall issue a refund to Client for any credit due for the performance guarantees for the final contract year.

CATEGORY	MEASUREMENT	PENALTY (as a % of Fees)
[REDACTED]		
[REDACTED]		

**SCHEDULE III
MEMBERS AND ACTIVE EMPLOYEE COUNT**

System Member	Total
Texas AgriLife Research	2,210
Texas Transportation Institute	440
Texas Engineering Extension Service	484
Texas Engineering Experiment Station	2,915
Texas Forest Service	498
Texas Division of Emergency Management	210
Texas A&M University - Galveston	399
Texas A&M University Health Science Center	1,711
Texas A&M University - Corpus Christi	1,544
Texas A&M University - Kingsville	1,091
Texas A&M University - Central Texas	247
Texas A&M International University	744
Texas A&M University	9,567
Texas A&M University - Texarkana	244
Texas A&M University - San Antonio	519
Prairie View A&M University	1,420
Texas A&M University - Commerce	1,213
Texas A&M University System Office	331
Tarleton State University	1,239
Texas Veterinary Medical Diagnostic Lab	153
West Texas A&M University	902
Texas AgriLife Extension Service	1,377
TOTAL	29,458 active employees