

**AMENDMENT  
TO THE AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND ACADEMIC HEALTHPLANS, INC.**

It is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement to amend said Agreement as follows:

**3. Term**

This Agreement shall be extended for the Plan Policy years of September 1, 2020 through August 31, 2023, i.e. 2020/21, 2021/22, and 2022/23.

**5.21. Certification as to Contracts Related to Persons Involved in Human Trafficking**

Pursuant to Section 2155.0061, Texas Government Code, AHP certifies that AHP is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that TAMUS may terminate this Agreement and withhold payment if this certification is inaccurate.

**5.22. Not Eligible for Rehire**

AHP shall ensure that its employees performing services under this Agreement have not been designated by TAMUS as Not Eligible for Rehire as defined in TAMUS Policy 32.02, Section 4.

**All other terms and conditions not hereby amended are to remain in full force and effect.**

**The Texas A&M University System:**

**Academic HealthPlans, Inc.**

DocuSigned by:

By:   
BILLY HAMILTON  
Executive Vice Chancellor & CFO

By:   
Terry Lyons  
Title: President/CEO

Date: 8/24/2020 | 18:30:09 CDT

Date: 8/19/2020



## AGREEMENT

### STUDENT HEALTH INSURANCE BROKERAGE AND PLAN ADMINISTRATION SERVICES

This Agreement is entered into on September 1, 2018 between Academic HealthPlans, Inc., a Texas corporation, with its principal address at 3500 William D. Tate Avenue, Suite 200, Grapevine, TX 76051, referred to with the term "AHP", and The Texas A&M University System, with its principal campus located in College Station, Texas and referred to with the term "TAMUS."

### TERMS AND CONDITIONS

1. **AHP Services.** Terry Lyons, President of AHP will serve as its exclusive broker of record for TAMUS, and will provide options for student health insurance as specified in this Agreement. This Agreement incorporates the terms and conditions in Exhibit A (Scope of Work) by reference.
  - 1.1. **Annual quotes.** On or before February 1st, for each year during the term of this Agreement, AHP will provide the incumbent carrier's renewal student health insurance rate. As needed, AHP will solicit additional insurance carrier quotes meeting the student accident and illness insurance requirements.
    - 1.1.1. **Increases.** The premium rates quoted may be increased each year based on claims history and other verifiable shifts in the insurance market.
    - 1.1.2. **Right to accept or reject.** TAMUS will have the right to reject any or all of quotes provided by AHP during the term of this Agreement. However, in the event that one of the quotes is acceptable, TAMUS shall notify AHP on or before April 1st of the applicable year.
    - 1.1.3. **Effective date of coverage.** The effective date of insurance coverage will be September 1<sup>st</sup> of each year.
  - 1.2. **Dissemination of insurance options.** AHP will provide printed brochures and marketing materials describing the available coverage to TAMUS for dissemination to the students. Marketing materials may be provided via the web. The brochures and marketing materials shall be provided in sufficient number as needed.
  - 1.3. **Waivers.** AHP will perform the duties of reviewing and auditing insurance waivers submitted by domestic, where applicable, and international students requesting a waiver to determine equivalency and compliance with TAMUS institutional rules.
  - 1.4. **Customer Service.** To help those who do not understand the healthcare insurance system, AHP will assist TAMUS in the design and delivery of state-of-the-art student health insurance as well as an education program to assure maximum benefit inures to all students.
2. **Financial Arrangement.**
  - 2.1. **Premium Owed.** The insurance premium for list enrolled students will be added to an invoice, which will be paid to AHP on or before 30 days from receipt and acceptance of the invoice, unless an amendment modifying this financial arrangement is made by TAMUS and AHP, per Section 5.8 of this Agreement. Premiums for voluntary (non-list-enrolled) students and for all dependents will be paid directly by the student to AHP.

**3. Term.**

3.1. This Agreement will apply for the Plan Policy years of September 1, 2018 through August 31, 2020, i.e. 2018/19, and 2019/20.

**4. Termination.**

4.1. AHP or TAMUS may terminate this Agreement upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions herein, and such failure is not cured during such 30-day period.

4.2. TAMUS may terminate this Agreement immediately without further notice if: (i) AHP commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws; (ii) anyone commences an involuntary case against AHP under Title 11 of the United States Code or the corresponding provisions of any successor laws and either (a) the case is not dismissed by midnight at the end of the 60th day after commencement or (b) the court before which the case is pending issues an order for relief or similar order approving the case; (iii) a court of competent jurisdiction appoints, or AHP makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in Title 11 of the United States Code or the corresponding provisions of any successor laws) for AHP or all or substantially all of its assets; or (iv) AHP fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

4.3. TAMUS may terminate this Agreement for any reason by giving AHP 60 day's written notice.

4.4. In no event, shall such termination by TAMUS as provided for under this section give rise to any liability on TAMUS's part including, but not limited to, AHP's claims for compensation for anticipated profits, unabsorbed overhead or interest on borrowing.

**5. General.**

5.1. **Publicity.** AHP agrees that it will not publicize this Agreement or disclose, confirm or deny any details concerning the services under the Agreement to third parties or use any photographs or video recordings of TAMUS's name or protected marks in connection with any sales promotion or publicity event without the prior express written approval of TAMUS.

5.2. **Independent Contractor Status.** AHP agrees that it and its employees and agents have no employer-employee relationship with TAMUS. TAMUS will not be responsible for the payment of any federal or state employment taxes, Workers Compensation insurance payments, or any other insurance payments. AHP is responsible for conduct of business operation, including employee salaries, travel, benefits, etc. AHP is an independent contractor and this Agreement does not form a joint venture or partnership.

5.3. **Subcontractors.** AHP will not assign any of its duties or responsibilities under this Agreement to any subcontractor, except as expressly provided for in this Agreement or approved by TAMUS. Subcontractors providing services under the Agreement will meet the same requirements and level of experience required of AHP. No subcontractor under the agreement will relieve AHP of the responsibility for providing the services AHP has agreed to provide.

5.4. **Insurance Requirements and Minimums.** AHP agrees to furnish insurance certificates reflecting the following coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory

Employer's Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$1,000,000
Automobile Liability	\$1,000,000
Cyber Liability	\$5,000,000

**Additional Insured. Subrogation**

All policies must include a waiver of subrogation favoring TAMUS. With the exception of the Workers' Compensation and Professional Liability policies, TAMUS shall be an additional insured on all policies.

**Certificates of Coverage**

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, AHP shall furnish certificates of insurance in a form acceptable to TAMUS's Risk Manager, certifying that AHP carries the required insurance policies and coverage. The certificates shall be sent to TAMUS at the address listed in this Agreement.

- 5.5. Taxes.** AHP will pay all taxes imposed upon the sale of items included in the Agreement, as required by federal, state, or local law.
- 5.6. Agreement Amendments.** No modifications or amendments to the Agreement will become valid unless agreed to by TAMUS and AHP in writing and signed by both parties.
- 5.7. Access to Documents.** AHP will maintain records generated pursuant to this Agreement for a period of at least four years after submission of the last accounting report date on which services were rendered, or until final resolution of any proceedings arising out of this Agreement, whichever date is later in time. AHP will allow TAMUS access to documents for audit and other purposes of this Agreement.
- 5.8. Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances shall remain valid and in full force and effect.
- 5.9. Assignment.** Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless TAMUS agrees in writing. AHP will not assign or subcontract any portion of services encompassed by an Agreement without the TAMUS's prior written approval. TAMUS will not recognize any assignment or subcontract made with TAMUS's prior written approval, and any such assignment by AHP will be wholly void and ineffective for all purposes unless made in conformity with this section.
- 5.10. Indemnification.** AHP will protect, defend, indemnify and hold harmless TAMUS, its Board of Regents, officers, agents, employees, students, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission by AHP in the performance or failure to perform under the Agreement including the negligent acts or omission of AHP's subcontractors, agents, or

employees, or from AHP's breach of this Agreement. The indemnification obligations set forth in this Agreement will survive termination or expiration of this Agreement.

- 5.11. **Force Majeure.** Neither party hereto will be liable or responsible to the other for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.
- 5.12. **Governing Law.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions under this Agreement will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas. Tarrant County will be the proper place of venue for any legal proceedings.
- 5.13. **Dispute Resolution.** The dispute resolution process provided for in the Texas Government Code, Chapter 2260 will be used, as further described herein, by TAMUS and AHP in an attempt to resolve any unresolved claim for breach of this Agreement arising under this Agreement and made by AHP.
- 5.14. **Certification as to Contracts with Companies Boycotting Israel.** Pursuant to Chapter 2270, Texas Government Code, AHP certifies that AHP does not and will not, during the performance of this Agreement, boycott Israel. TAMUS may terminate this Agreement if this certification is inaccurate.
- 5.15. **Certification as to Business with Certain Countries and Organizations.** Pursuant to Chapter 2252, Texas Government Code, AHP certifies that AHP is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TAMUS may terminate this Agreement if this certification is inaccurate.
- 5.16. **Conflict of Interest.** AHP and each person signing on behalf of AHP 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 TAMUS or the TAMUS Board of Regents, nor any employee or person whose salary is payable in whole or in part by TAMUS, 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.
- 5.17. **Debts or Delinquencies.** Pursuant to Section 2252.903, Texas Government Code, any payments owing to AHP under this Agreement may be applied directly toward certain debts or delinquencies that AHP 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.
- 5.18. **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."

**5.19. Public Information.**

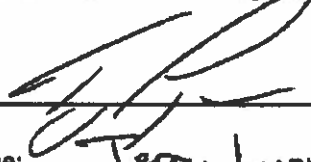
- 5.19.1. AHP acknowledges that TAMUS is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 5.19.2. Upon TAMUS's written request, AHP 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 TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which TAMUS has a right of access.
- 5.19.3. AHP acknowledges that TAMUS may be required to post a copy of the fully-executed Agreement on TAMUS's website in compliance with Section 2261.253(a)(1), Texas Government Code.

**5.20. Notices.** Notices will be effective under this Agreement when they are reduced to writing and delivered by next day delivery service, with proof of delivery, or mailed certified or registered mail, return receipt requested, to the appropriate party at the address stated below. Notices will be deemed given on the date delivered or the date of attempted delivery if service is refused.

**AHP:**  
 Terry Lyons, President  
 Academic HealthPlans, Inc.  
 3500 William D Tate Ave.  
 Suite 200  
 Grapevine, TX 76051  
 T. 817-809-4710  
 F. 817-809-4711

**TAMUS:**  
 Ellen Gerescher, Director  
 System Benefits Administration  
 301 Tarrow Street, 5<sup>th</sup> Floor  
 College Station, TX 77840  
 T. 979-458-6330  
 F. 979-458-6247

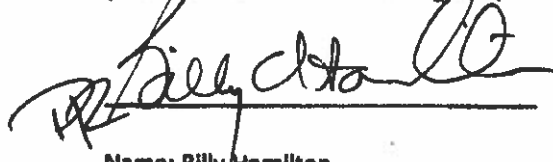
Academic HealthPlans, Inc.  
 (referred to as "AHP" throughout)

  
 \_\_\_\_\_  
 Name: Terry Lyons

Title: President/CEO

Date: 8/8/2018

The Texas A&M University System  
 (referred to as "TAMUS" throughout)

  
 \_\_\_\_\_  
 Name: Billy Hamilton

Title: Executive Vice Chancellor & CFO

Date: 8/16/18

## EXHIBIT A

### SCOPE OF WORK

#### Broker Services.

- Aid in Navigating federal and state regulatory requirements
- Provide access to major Insurance Carriers specializing in Student Health Insurance
- Manage Informal Bid Process including providing comparisons and analysis
- Conduct Rate Negotiations on behalf of TAMUS
- Provide Review and analysis of Plan claims experience to identify trends
- Meet with key University members quarterly, or as needed, to review claims reporting and utilization trends
- Provide Client Benchmarking
- Recommend plan enhancements and any changes to the program for the upcoming school year and negotiate these changes with the insurance carrier

#### Plan Administrative Services.

- Attend Implementation Meetings with key members of the University
- Provide Customized Student Insurance Website with enrollment and benefit materials, specific to each TAMUS institution
- Provide Waiver Management, specific to each TAMUS institution
- Provide marketing communication plan with marketing pieces, as needed
- Provide Global Emergency Services and AD&D Benefit (AES)
- Provide Dedicated Toll-Free line for students to receive plan information
- Provide Dedicated Account Management Team to support the University
- Provide prompt response on Emergency Adds and all requests to Account Service Team
- Aid in negotiating SHC ledger fee schedules and health center billing
- Provide Claims Resolution Specialist to help students with claims
- Provide Plan Eligibility Management, including enrollment of students and eligible dependents during open enrollment and qualifying events, and secure file transfer of data to insurance carrier
- Provide Billing and Collection of Premium with remittance to Carrier
- Provide campus support for orientations, health fairs, and program promotion

#### Compensation.

AHP's pricing methodology is to bundle all the services into one administrative service fee, which is paid to AHP by the Insurance Carrier and is part of the insurance plan expenses. All the above broker and plan administrative services are included in the bundled administrative and broker fee of 4% of collected premium, except for AES.

In consideration of AHP providing Global Emergency Services (AES) to the members and as clearly defined as such on all communications, AHP shall add a \$1.00 per member, per month fee to the member's premium payment for such services.