PART SEVEN: HEALTH SCIENCE CENTER APPENDICES
Appendix A - TAMU Fiscal Year 2014 Agreement
THE TEXAS A&M UNIVERSITY SYSTEM
MEMORANDUM OF UNDERSTANDING
FOR CERTAIN STUDENT FEE-BASED SERVICES

WHEREAS, the Texas A&M University System Health Science Center desires on behalf of its Bryan/College Station (BCS) based faculty, staff and students to gain access to the resources of Texas A&M University on the same terms and conditions imposed upon Texas A&M University faculty, staff and students; and

WHEREAS, the Texas A&M University System Health Science Center desires specific administrative services to be performed by certain Texas A&M University departments;

THEREFORE, this Memorandum of Understanding is entered into by and between the components of The Texas A&M University System shown below as Contracting Parties.

I. CONTRACTING PARTIES

Receiving Component: Texas A&M University System Health Science Center ("TAMHSC")
Performing Component: Texas A&M University ("TAMU")

II. STUDENT FEE-BASED SERVICES

A. STATEMENT OF STUDENT FEE-BASED SERVICES TO BE PERFORMED

TAMU agrees to provide student fee-based services to BCS-based TAMISC students. Descriptions of the services as well as rates for these student fee-based services to be provided are appended hereto and incorporated as Addenda I-III.

B. BASIS FOR CALCULATING STUDENT FEE-BASED COSTS

Unless stated otherwise, BCS-based students of the TAMHSC will be assessed fees utilizing individual rates equivalent to the regular and normal charge TAMU assesses its departments and/or returning students.

Where applicable, certain fees will be assessed on a per usage basis.

C. STUDENT FEE-BASED SERVICES CONTRACT AMOUNT

This is not a fixed contract cost. Consideration for these services will vary depending upon the number of students, student semester credit hours, and elected services.

*The term BCS-based is nomenclature referring to the faculty, staff and students physically located in the Bryan/College Station area.

III. PAYMENT FOR SERVICES

TAMHSC will remit the payments to TAMU, along with documentation supporting the payment amount, for the Student Fee-based Services rendered as described under Addendum II of this Contract on December 20, 2013; May 1, 2014; and the final payment no later than August 31, 2014.
IV. TERM OF CONTRACT

This Contract is to begin September 1, 2013 and shall terminate August 31, 2014. Upon prior written approval by both parties, this Contract may be renewed annually. Unforeseen emerging issues and needs requiring additional mutually agreed upon services may be addressed by addenda at the time needed.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected components of The Texas A&M University System, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The TAMHSC further certifies that it has the authority to contract for the above services by authority granted in Texas Education Code, Section 88.001.

TAMU further certifies that it has the authority to contract for the above services by authority granted in Texas Education Code, Chapter 86.

The undersigned parties bind themselves to the faithful performance of this Contract.

Texas A&M University
Health Science Center

By: [Signature]
Name: Barry J. Nelson, Ph.D.
Title: Vice President for Finance and Administration
Date: 4/17/2014

Texas A&M University

By: [Signature]
Name: B.J. Cram
Title: Vice President for Finance and CFO
Date: 4/21/14

Approval Recommended:

By: [Signature]
Name: Vernon Teah, Ph.D.
Title: Vice President for Academic Affairs
Date: 4/18/2014
ADDENDUM I

ACADEMIC AND RELATED STUDENT SERVICES

Students registered under programs of the TAMHSC will be admitted to TAMU for the purpose of taking graduate or undergraduate courses, and students registered at TAMU will be admitted to the TAMHSC for the purpose of taking graduate or undergraduate courses, in accordance with mutually agreed upon rules established by the two institutions and approved by the Executive Vice President and Provost, TAMU and the Vice President for Academic Affairs, TAMHSC. For the purpose of repeating hours for subvention, semester credit hours will be reported by the institution teaching the course(s).
ADDENDUM II

STUDENT SERVICES AND OTHER RELATED SERVICES

TAMU agrees to provide the following Student Fee-based student services:

TAMU services currently provided by the Recreational Sports Fee, the Student Service Fee, Health Center Fee and the University Center Complex Fee including, but not limited to:

Access to the Student Recreation Center and other Recreational Sports programs currently available to TAMU students,

Access to the Student Counseling Service,

Access to the services provided by the Department of Student Life including

Student Legal Services, Off Campus services, Services for Students with Disabilities, Gender Issues Educational Services, Adult and Graduate Student Services, Alcohol and Drug Education and Student Legal Services,

Access to the services provided by the Department of Multicultural Services, Access to programs Developed by the MSC Student Programs Office,

An annual subscription to "The Battalion",

Use of the Student Organization Finance Center by student organizations,

A copy of the TAMU all-university calendar and student handbook, Access to the Health Center, and

Access to the facilities in the University Center Complex, including the Memorial Student Center, meeting rooms in the Koldus Building and Rudder Tower, and the Rudder Theatre complex.

TAMU services currently provided by the Transportation Fee, and limited TAMU services paid as part of the Computer Access Fee.

The TAMHSC agrees to the following:

TAMHSC will reimburse TAMU on behalf of each BCS-based student, an amount equal to the fees assessed returning TAMU students in the 2012-2013 academic year, for the following fees:

Student Recreational Center Fee (Same as 2012-2013 amount)
Student Service Fee
Transportation Fee
Health Center Fee
Student Center Complex Fee
Computer Access Fee ($0.39 per SCH)
NOTE: Should TAMHSC students opt to participate in TAMU Study Abroad Programs or Sponsored Student Programs, the rate will be calculated as follows:

Study Abroad Program Fee (TAMU Rate +553)
Sponsored Student Programs Office Fee (TAMU Rate)

Method of Payment:

SEE ARTICLE III. PAYMENT FOR SERVICES.
### ADDENDUM III

**MANDATORY STUDENT FEES – BRYAN/COLLEGE STATION-BASED STUDENTS OF THE HSC**

<table>
<thead>
<tr>
<th>Mandatory Student Fees to Be Collected by TAMUISC</th>
<th>Calculation to Be Used For Remittance To TAMU and Further Clarifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated Tuition*</td>
<td>$15.30/ SCH; applied towards Capital Replacement and Deferred Maintenance on general College Station facilities</td>
</tr>
<tr>
<td>Transportation Fee</td>
<td>$70/ semester, $35/ 5-week summer term</td>
</tr>
<tr>
<td>Student Service Fee</td>
<td>$14.97/ semester (or $179.64 max)</td>
</tr>
<tr>
<td>Health Center Fee</td>
<td>Not to exceed $72.50/ semester and $25/ 5-week summer term</td>
</tr>
<tr>
<td>Student Center Complex Fee</td>
<td>$100/ semester and $50/ 5-week summer term</td>
</tr>
<tr>
<td>Computer Access Fee</td>
<td>$0.39/ SCH (all terms)</td>
</tr>
<tr>
<td>ID Card Fee</td>
<td>$3/ student/ year</td>
</tr>
<tr>
<td>Student Recreational Center Fee</td>
<td>Not to exceed $106/ semester and $53/ 5-week summer term</td>
</tr>
<tr>
<td>Net ID Fee</td>
<td>$27/ student/ year</td>
</tr>
<tr>
<td>Optional Fees</td>
<td>Charged at the same rates as TAMU students</td>
</tr>
</tbody>
</table>

**(*FY 2011 Rate)**

**OTHER AVAILABLE FEE-BASED SERVICES FOR STUDENTS OR DEPARTMENTS (To Be Invoiced When Used)**

Other Services Provided by TAMU Service Departments:

- Computer Information Services
- Parking
- I.D. Card Processing
- Career Center
- Auxiliary Enterprises**

**(**Auxiliary Enterprises include (but are not limited to) the Children's Center, Dining Services, Residence Halls, Presidential Conference Center, Athletics, Golf Course and the University Club.)

**Method of Payment:** SEE ARTICLE III. PAYMENT FOR SERVICES.
Appendix B - TAMUK Fiscal Year 2014 Agreement
The Texas A&M University System
Intra-System Cooperation Contract

This intra-system cooperation contract is entered into between the components of the Texas A&M University System shown below as Contracting Parties:

The parties have entered into an intra-system cooperation contract (Contract) with an effective term of September 1, 2013 through August 31, 2014. The parties wish to enter into this Contract providing specific administrative services to be performed by the appropriate Texas A&M University-Kingsville departments:

I. CONTRACTING PARTIES:

Receiving Component: Texas A&M Health Science Center (HSC)
Performing Component: Texas A&M University-Kingsville (TAMUK)

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services and related fees are listed in addenda to this agreement. Upon mutual agreement, requested changes in services and or charges for services may be incorporated through modifications to the addenda. Such changes shall be effective upon execution by appropriate parties.

The following addenda are included as part of this agreement:

Addendum I – Infrastructure and Other Related Services
Addendum II.A. – Academic and Other Related Services
Addendum II.B. – Other Related Services

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Fixed fees associated with the services performed by TAMUK are appended hereto and incorporated as Addendum II.B. In those instances where service costs are based upon usage, unless otherwise stated, rates will be equivalent to the regular and normal charge TAMUK assesses its departments and students.

IV. CONTRACT AMOUNT:

This is not a fixed fee contract. Consideration for this agreement is the value remunerated by the HSC for services performed by TAMUK.

V. PAYMENT FOR SERVICES:

HSC shall pay for services received from appropriation items or accounts of the HSC from which like expenditures would normally be paid, based upon special vouchers drawn by the HSC, or through electronic transactions, payable to TAMUK.

Payments received by TAMUK shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Charges properly acquired in the name of conducting business in the College of Pharmacy, not prescribed for in this Contract, shall be billed by invoice to the College of Pharmacy on a case by case basis.
VI. TERM OF CONTRACT:

This contract is effective September 1, 2013 and terminating at midnight on August 31, 2014.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected components of The Texas A&M University System, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING COMPONENT further certifies that it has the authority to contract for the above services by authority granted in: Texas Education Code, Section 88.001.

PERFORMING COMPONENT further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code, Section 88.01 and current appropriations act.

No further modifications except as specifically set forth in the Addenda, all of the terms and provisions of the Contract shall remain in full force and effect and all references to the Contract shall refer to the Contract as amended by the Addenda.

We, the undersigned parties, bind our institutions to the faithful performance of this Contract and Addenda.

Texas A&M Health Science Center

By: ____________________________
Name: Barry C. Nelson, Ph.D.
Vice President for Finance and Administration

Date: 5/8/2014

Texas A&M University-Kingsville

By: ____________________________
Name: Terisa Riley, Ph.D.
Senior Vice President for Fiscal and Student Affairs

Date: 5/22/14
Addendum I

INFRASTRUCTURE SERVICES AND OTHER RELATED SERVICES

1. Infrastructure Services

TAMUK agrees to provide the following infrastructure components/services to the HSC:

Plant Support
- Central receiving services
- Store supplies and equipment - at same rates as TAMUK departments
- Environmental Health and Safety, including fire, occupational health, radiation safety, health and sanitation
- Facilities planning
- Mail service
- Service Agreements, including but not limited to the following estimate:
  - Elevator @ $1,086/yr.
  - Fire alarm @ $883.48/yr.
  - HVAC Filters @ $3,904.75/yr.
  - General Pest Control @ $400/yr.
  - HVAC controls @ $11,821.92/yr.
  - Termite control as needed (to be billed as used).
  - Chemical water treatment @ $1,492.71/yr.
  - Fire extinguisher maintenance and inspection as needed @ $87.50/yr.

These services are provided by Southeast Services Company through a service contract with TAMUK. Changes in scope of service or contracted increases will result in increased charges to HSC.

Building Maintenance
- Minor repairs and alterations not covered by the building warranty will be billed to the HSC at the TAMUK Auxiliary department rate.
- The HSC may seek competitive bids from local vendors to accomplish repair, renovation and maintenance projects; however, all projects will be coordinated through the TAMUK Facilities and Planning Office.
- Building Maintenance services for other HSC assigned space exclusive of the Irma Rangel building will be charged at $1.51/sq. ft. per year.

Custodial Services
- Custodial services for the Irma Rangel building will be paid and managed directly by the HSC. Additional custodial services may be provided and billed to the HSC. The charge out rate will be at the TAMUK Auxiliary department rate.
- Custodial services for other HSC assigned space exclusive of the Irma Rangel building will be charged $1/sq. ft., per year, inclusive of supplies.

Grounds Maintenance
- Grounds services including maintenance, irrigation, and pesticide/herbicide treatment for the Irma Rangel building will be paid and managed directly by the HSC. Additional grounds services may be provided and billed. The charge out rate will be at the TAMUK Auxiliary department rate.

Utilities Services
- Services listed below for the Irma Rangel building and Vivarium are separately metered and will be billed to the HSC based on actual usage and the rate charged by the appropriate utility company. TAMUK will provide HSC the monthly-metered reading for electricity and water. Storm and sanitary sewers are not metered, but monthly amounts are determined based on total water consumed. Other HSC assigned space will be prorated and billed based on square footage.
- Electricity (including AEP Facility rental charges)
- Water
- Storm and sanitary sewers (not metered)
- Natural Gas
- Chilled water maintenance overhead

Addendum I (continued)

Building Insurance
- Building insurance and windstorm coverage for the College of Pharmacy facility and other
  HSC assigned space will be billed for prorated space to the HSC as payments are made by
  TAMUK Risk Management.

Police and Security Service
TAMUK will deliver same level of police/security services that are currently provided throughout
the TAMUK campus. If additional security is required for the College of Pharmacy, the
incremental cost will be recovered from the HSC based on an hourly rate charged to other special
events or outside organizations. The HSC will not need to engage in paying officers through
payroll. All events held on campus are required to use UPD for security services.

Parking permits may be purchased individually by students, faculty and staff. TAMUK parking
rules apply to HSC personnel.

Hazardous Material Disposal
TAMUK agrees to provide service, but will bill HSC separately, based on usage.

Computer and Telecom Services
- The HSC pays an annual assessment directly to the TAMU System for TTVN services.
- Telephone service will be billed at a cost of $19/month per line which includes on-going
  licensing, voice mail service and multiple line appearances. The phone sets and any new
  licenses will be purchased independently by HSC. TexAn service will be billed by TAMUK
  based on actual usage.
- Network access and services will be provided for other HSC assigned space exclusive of the
  Irma Rangel building for $15,000.
  - TAMUK will provide network to existing ports if requested. Additional ports will
    be billed to HSC based on TAMUK cost.
  - TAMUK wireless network may be used; additional wireless access points and
    cabling will be billed to HSC at TAMUK cost.
  - TAMUK does not provide support for audio visual equipment or computers.
- TAMUK will provide faculty and staff access and support as detailed below for $40,510:
  - Faculty and staff will be included in the Blackboard Connect emergency
    notification system.
  - Faculty and staff will be included in the Blackboard Transact system for OneCard
    and door access.
  - Faculty and staff will have access to the iTech Help Desk.
  - Faculty and staff will have access to the javNet wireless network and internet.
  - Faculty and staff will have access to TAMUK computer labs and existing
    software.
  - Faculty and Staff may print in the computer labs at the same rate as charged
    TAMUK faculty and staff.
  - HSC will furnish a file of Pharmacy faculty and staff in the format specified by
    TAMUK.
- TAMUK will provide access and support for HSC students as detailed below:
  - Students will be included in the Blackboard Connect emergency notification
    system.
○ Students will be included in the Blackboard Transact system for OneCard and
door access.
○ Students will have access to the iTech Help Desk.
○ Students will have access to the javNet wireless network and internet.
○ Students will have access to TAMUK computer labs and existing software.
○ Students may print in the computer labs at the same rate as charged TAMUK
students.
○ HSC will furnish a file of College of Pharmacy students in the format specified by
TAMUK.

Research Facilities
- Faculty in the College of Pharmacy with research grants/contracts will continue to be
permitted access to research facilities and resources, including employment of students in
research laboratories as necessary for the conduct of the research program. Any costs
associated with use of facilities will be negotiated by contract.
- TAMUK researchers will be permitted to use the HSC College of Pharmacy animal facilities
on a standard per diem basis assuming availability and approval of the HSC College of
Pharmacy Dean.

Library Resources
- Pharmacy faculty, staff and students may access all services in Jernigan Library, including
the electronic network, except where prohibited by contract. The cost of specialized
subscriptions, periodicals, training and instruction, Inter-library loan services, specialized
reference Librarians and resource materials may be requested by the HSC and provided at
additional cost.
- Printing in the library will be at the same rate as charged TAMUK faculty and staff.

Texas A&M Health Science Center

By: Barry C. Nelson, Ph.D.
Vice President for Finance and Administration
Date: 5/8/2014

Texas A&M University-Kingsville

By: Terisa Riley, Ph.D.
Senior Vice President
Fiscal and Student Affairs
Date: 5/21/14

Addendum II,A.
ACADEMIC AND OTHER RELATED SERVICES

A. Student Information transfer:

TAMUK agrees to electronically transfer student academic information to HSC in a format compatible with HSC student information systems. This transfer will occur at periodic intervals by the Registrar and Information Technology offices of the two institutions.

HSC agrees to reciprocate transfer of student information from HSC to TAMUK in a format determined by the TAMUK Registrar and TAMUK Chief Information Officer.

For co-enrolled students, if an electronic transfer of student information is unavailable for said student information, (i.e. semester credit hours, grades, etc.) at least once at the end of any academic term an official transcript shall be exchanged between TAMUK and HSC at no cost to institution or student in a format compatible between both institutions. This protocol shall remain in place until a time in which electronic transfer can be accomplished. [Note: Both institutions understand and agree to provide academic data to satisfy SAP (Satisfactory Academic Progress) inquiries in a timely manner, regardless of the mode in which each institution communicates with the other.]

B. Transfer of specific student funds:

TAMUK agrees to transfer scholarship funds specifically donated to TAMUK for the expressed purpose of education/supporting pharmacy students. Funds of this nature shall be accounted for, and balances audited by the Controllers of both institutions prior to transfer. Scholarship funds shall be transferred individually in a separate transaction. Donor funds specifically instructed as "Pharmacy Scholarship Funds" shall become property of the HSC on the start date of this contract. TAMUK shall notify donors of Pharmacy scholarship funds conveyance to the HSC prior to transfer.

HSC agrees to administer Pharmacy scholarship funds according to original donor requirements according to all applicable laws and System policy. HSC shall confirm conveyance and receipt of said funds to donor if donor requests confirmation.

In cases where donor restrictions do not allow conveyance of funds, TAMUK shall continue administration of said funds and report disbursements to students to the HSC Office of Financial Aid by sending proof of disbursement prior to the start of classes for any given semester/term. Should TAMUK determine an award is to be made after the start of a given semester/term; the HSC Office of Financial Aid shall be notified prior to disbursement.

In cases where TAMUK students matriculate with the HSC, and possess outstanding debt (loans, tuition, fees, or other monetary obligations associated with enrollment at TAMUK), the HSC agrees to assist TAMUK in collection of said outstanding debt to the extent possible without compromising HSC student relations as TAMUK outstanding debt belongs to TAMUK (including collection).

C. Subvention and Student FTE calculation:

For the purpose of reporting student head count or class enrollment each Institution shall abide by Texas Higher Education Coordinating Board protocol for reporting purposes.

This shall eliminate duplicate head count errors and the need to consider reimbursement or subvention funding issues.
Addendum II.A. (continued)

D. Consortium Agreement:

Both institutions agree to utilize a Consortium Agreement in matters related to Title IV financial aid award and disbursement.

This agreement allows students co-enrolled at TAMUK and HSC to take courses or engage in research at the respective component during a regular semester or summer session related to the processing of Title IV financial aid funds. For this purpose the students will be considered full-time. The "host" institution agrees that all aid awarded and disbursed to the visiting student will be the responsibility of the "home" institution. "Home" institution refers to the degree granting institution.

E. Student Housing

TAMUK agrees to provide housing (dormitory) services to College of Pharmacy students in accordance with housing allocation protocol of TAMUK students, to Pharmacy students who wish to reside on the TAMUK campus. Housing fees for College of Pharmacy students shall be paid by the student (directly to TAMUK), and the contract for housing shall be between TAMUK and the student directly without the involvement of the HSC.

F. Concurrent Enrollment

Students wishing to enroll at TAMUK and HSC shall follow the rules and regulations promulgated by both institutions regarding enrollment, registration, financial aid processing, student billing, and any other student business function related to academic standing with each institution.

Both TAMUK and HSC administrative bodies agree to work collaboratively and cooperatively in supporting student educational progress to the limit of law, policy and best business practice. In matters of conflicting interest the sole determining factor of which institution shall make the final decision regarding business process shall be the institution that is custodian of the course in which the student is registered as it relates to the business processes of record for the student.

With the potential to require co-enrolled students the responsibility to know and operate under differing processes, both TAMUK and HSC agree to work collaboratively and cooperatively in supporting the student as he/she navigates the business of their education.

G. American with Disabilities Act (ADA)

TAMUK agrees to accommodate HSC students who are ADA qualified under the Americans with Disabilities Act. Costs associated with accommodating students, e.g., a signor for a deaf student; modifications to a residence hall, etc. will be covered by the HSC.

Texas A&M Health Science Center

By:
Name: Barry C. Nelson, Ph.D.
Vice President for Finance and Administration
Date: 5/21/2014

Texas A&M University-Kingsville

By:
Name: Teresia Riley, Ph.D.
Senior Vice President
for Fiscal and Student Affairs
Date: 5-21-14
Addendum II.B.

OTHER RELATED SERVICES

TAMUK agrees to provide the following student fee-based services:

A. Access services in Jemigan Library, including the electronic network. Pharmacy faculty, staff and students will not have access to media equipment in Jemigan Library. Cost of specialized subscriptions, periodicals, training and instruction, inter-library loan services, specialized reference Librarians and resource materials may be requested by the HSC and provided at additional cost

B. Access to Memorial Student Union and all services provided there in

C. Access to the Student Health Center and all services provided there in

D. Access to University Student Activities supported by the Student Service Fee such as Student Government Association, student musical organizations, The South Texan, the New Student Orientation, and various other student activities

E. Free admission to all varsity and recreational sports and other special activities, not including athletic events

F. Access to ID card services

G. Access to Recreational Sports facility

H. Access to Campus Shuttle System

I. Access to participate in Campus Environmental Initiatives

J. Access to campus parking via purchase of a parking tag

HSC agrees to provide the following:

A. Reimburse TAMUK, Division of Student Affairs, on behalf of each student enrolled in the HSC College of Pharmacy, an amount equal to the fees assessed TAMUK students for the following services

1. Hospital (Life & Wellness)-$57/semester
2. Library Service-$5.20/sch (40% of the TAMUK student Library fee)
3. Student Center-$80/semester
4. Student Activities-$16.94/sch
5. ID Card-$15/semester
6. Information Technology Fee $9/SCH (50% of the TAMUK Information Technology student fee)
7. Recreational Sports Services & Facility-$110/semester
8. Environmental Service Fee-$5/semester
9. Transportation and Safety Fee-$20/semester

B. Comply with the fee increases and rate structure recommended by the TAMUK student body and approved by TAMUK and TAMUS Board of Regents for the above fees.

C. HSC students can pay TAMUK for parking as this will not be handled through student fee billing. The parking rates for FY14 are - $100/year (residential or commuter), or overflow - $30/year and $230/year for reserved spaces.
Addendum II.B. (continued)

Method of Payment:

Enrollment and reimbursable fees will be calculated based on FTE head count for students based in Kingsville conducted on the 20th class day of each semester. The corresponding amount will be transferred by the HSC to an account held by TAMUK not later than (30) days after the 20th class day of the Fall/Spring semesters. For summer terms transfer of summer based fees shall occur by September 15.

Texas A&M Health Science Center

Name: Barry C. Nelson, Ph.D.
Vice President for Finance and Administration
5/8/2014

Date:

Texas A&M University-Kingsville

Name: Terisa Riley, Ph.D.
Senior Vice President for Fiscal and Student Affairs
5/21/14

Date:
Appendix C - University of Texas Health Science Center – Houston Agreement
The University of Texas Health Science Center at Houston
Employee Assistance & WorkLife Programs

AGREEMENT FOR STUDENT ASSISTANCE PROGRAM

This Agreement dated September 1, 2011, is made by and between The University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System ("System"), on behalf of the Employee Assistance Programs ("Service") and Texas A&M Health Science Center ("TAMHSC").

WITNESSETH:

WHEREAS, TAMHSC operates its offices at 2121 W. Holcombe Blvd., Houston, Texas, and is concerned about the health and quality of the academic life of its students, and University provides a consultant and education service with respect to employee assistance programs; and

WHEREAS, University desires to assist companies and other organizations to establish assistance programs for their students; and

WHEREAS, TAMHSC is committed to a goal of providing students with the opportunity to be referred for treatment, rehabilitation and/or other appropriate assistance for health or personal problems which may be adversely affecting their academic performance; and

WHEREAS, in order to accomplish this goal, TAMHSC and University intend to offer assessment and referral services for persons referred by TAMHSC;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived from the program or programs maintained by said parties, University and TAMHSC agree that any program agreed to by and between TAMHSC and University, during the term of this Agreement (hereinafter called "Agreement") for purposes of achieving the above described objectives of said parties (hereinafter called "Assistance Program", or "Program") shall be covered by and subject to the following terms and conditions:

1. This Agreement is effective as of September 1, 2011 and shall remain in effect until canceled as provided for herein.

2. The program may be canceled by either party by giving 30 days written notice to the other party of its intention to terminate. TAMHSC shall remain liable for prorated monies outstanding as of the date of termination.

3. In the event of conflict between the text of the proposal and the text of this Agreement, this Agreement shall govern.

4. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, TAMHSC hereby agrees to furnish (subject to the laws of the State of Texas) all things necessary for the Assistance Program as specified in the Proposal.

Each party agrees to comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance of its obligations under this Agreement.

Each party shall designate a Liaison and Deputy Liaison for the Program.
5. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

6. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.

7. No oral representation of any officer, agent, or employee of TAMHSC or System, or any of its component institutions (including, but not limited to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under the Proposal.

8. All materials, including but not limited to audiovisual packages and training curricula, developed by University for TAMHSC use in connection with the Program are not for publication or distribution outside of TAMHSC and its subsidiaries without University's express written permission.

9. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

10. TAMHSC shall pay University on a monthly basis for services rendered under this Agreement, in accordance with the schedule of payments attached hereto and incorporated herein. Subject to Texas Government Code Chapter 2251, Payment shall be made within 15 days after receipt of billing. Reimbursement shall be made payable as designated on billings received from University. If the number of students set for on the schedule of payments increases by more than five percent (5%) during the term of this Agreement TAMHSC shall immediately notify University, and the parties agree that payments due under this Agreement shall be adjusted accordingly based on the increased number of students.

11. University shall to the extent authorized under the Constitution and laws of the State of Texas, and without waiving any immunities to which it is entitled, indemnify and hold harmless TAMHSC, its regents, officers, agents or employees from liability or loss resulting from the negligent acts or omissions or willful malfeasance of University, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, the University shall not hold TAMHSC harmless from claims arising out of the negligence or willful malfeasance of TAMHSC, its officers, agents or any person or entity not subject to University's supervision or control.

TAMHSC shall to the extent authorized under the Constitution and laws of the State of Texas, and without waiving any immunities to which it is entitled, indemnify and hold harmless University, Systems, its regents, officers, agents or employees from liability or loss resulting from the negligent acts or omissions or willful malfeasance of TAMHSC, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, TAMHSC shall not hold University harmless from claims arising out of the negligence or willful malfeasance of University, its officers, agents or any person or entity not subject to TAMHSC supervision or control.

12. For the purpose of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly
provided for herein or authorized in writing.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date last-inscribed below.

TEXAS A&M HEALTH SCIENCE CENTER

[Signature]

Barry C. Nelson, Ph.D.
Vice President for Finance and Administration

8/1/11
Date

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
UT EMPLOYEE ASSISTANCE AND WORKLIFE PROGRAMS

[Signature]

Thomas Maschhoff
Executive Director

8/2/11
Date

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

[Signature]

T. Kevin Dillon
Executive Vice President,
Chief Operating and Financial Officer

8/2/11
Date
Schedule of Payments
Texas A&M Health Science Center

The annual cost of performance of this Agreement for 529 students is Eleven Thousand, Eight Hundred Seven Dollars and 28/100 ($11,807.28). The payment schedule is as follows:

- Number of Students: 529
- Annual Cost: $11,807.28
- Monthly cost per student & dependents: $1.88
- Monthly installments: $983.94

ANNUAL SUMMARY OF COMPONENTS

Mental Health Services
- Assessment, referral and short-term counseling (up to 5 sessions per student per issue)

Legal/Financial/Identity Theft Services
- Free 30-minute (telephonic or in-person) consultation with an attorney
- 25% discount on hourly attorney fees for issues requiring representation
- Toll-free access to qualified financial advisors for a wide variety of financial issues along with supporting educational materials
- Online access to downloadable legal documents, legal/financial articles, and financial calculators
- Free 30-minute phone consultation with an identity recovery specialist

WorkLife Services
- Telephonic access to Child Care/Elder Care/Adoption resources and referrals
- Consultation, Interactive Tools and Resources for Daily Living issues

Training/Promotional/On-site Services
- Two Student Orientations at Houston campus
- Online Student Orientation available via UTEAP website and a PowerPoint file to be provided to TAMHSC
- Participation in annual Student Health/Benefits Fair at Houston campus
- Eight hours of Critical Incident Stress Debriefing Services
  - Additional CISD services available at $175.00 per hour
- Six hours of Mediation services
  - Additional Mediation services available at $200.00 per hour
- Tifolds/Posters/Wallet Cards available

Other Services
- Unlimited access to UT Counseling and WorkLife Services website & resources (www.uteap.org)
- Quarterly Utilization Reports

Travel mileage charges of $0.55 per mile will apply for any on-site events located further than 50 miles away from the University of Texas Health Science Center at Houston.

Services listed above will be provided to students enrolled at one of the following TAMHSC campus locations:
- Round Rock - COM/CON
- Temple – COM/SRPH/SGS
- Austin – SRPH
- McAllen – SRPH
- Kingsville – SGS/College of Pharmacy
- Houston - IBT

Page 4 of 4
Appendix D - Human Resources Deer Oaks Contract
Texas A&M University System

Cost Sheet

Texas A&M Health Science Center intends to enter the attached agreement with Deer Oaks Employee Assistance Program.

Number of Employees: 1,677 full time

Start Date: September 1, 2013

Billing Cycle

| | Monthly In Advance

Visit Model & Scope-Best Practice Option:

| | 5 visit model with Work/Life Services - $0.90 PEPM

22 hours of training per contract year

- EAP sessions with Legal Services, Financial Services, Family Work – Life Services and On-line Resources
- 15 hours (per 1,000 employees) of standard training
- Unlimited critical incident stress management
- Quarterly webinars for the A&M System

Cost per member per month/month
# Participants PEPM
1-4,999 $0.90 PEPM
5,000-9,999 $0.89 PEPM
10,000-14,999 $0.88 PEPM
Over 15,000 $0.87 PEPM

Pricing is based on a total of all Texas A&M University System lives collectively and may be subject to change based on the fee schedule. Census and fee schedule will be updated monthly.

Signature: [Signature]

Barry C. Nelson, Ph.D.

Title: VP for Finance and Administration

Texas A&M University Health Science Center

Toll Free: 1-866-327-2400 www.deeroaks.com abarrera@deeroaks.com
EXHIBIT 1

MEMBER AGREEMENT

BY AND BETWEEN

DEER OAKS EAP SERVICES

AND

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

This Agreement sets forth the agreed upon terms and conditions surrounding Deer Oaks EAP Services', a Limited Liability Company, (hereinafter referred to as “Company”) delivery of an Employee Assistance Program (a “Program”) as outlined in Company’s Master Agreement with The Texas A&M University System (“A&M System”) which was effective on September 1, 2013, to the employees of Texas A&M University Health Science Center, a unit of Texas A&M University, a member of the A&M System, an agency of the state of Texas (herein after referred to as “Member”) to begin September 1, 2013 (Commencement Date”). The terms and conditions are as follows:

1. **Term:** The initial term of this Agreement shall be for a one (1)-year period for the delivery of a Program to approximately 1677 employees located in the United States. After the expiration of the initial term, this Agreement may be renewed by Member for additional one (1)-year periods, ending no later than August 31, 2019. This Agreement shall automatically terminate in the event Company’s Master Agreement with A&M System terminates or expires.

   In the event that Company fails to perform any of its obligations hereunder or if Company is in breach of any of its covenants hereunder, or required by the Master Agreement with A&M System, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Member, Member shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

   Member may terminate this Agreement with or without cause by providing Company with at least thirty (30) days prior written notice of termination.

2. **Performance Guarantees:** Performance guarantees, as outlined in Schedule I, will be measured annually for determination of whether a penalty amount will be credited. not to exceed a six percent (6%) credit of administrative fees paid by Member during the most recent completed contract year. Reconciliation of performance guarantees shall occur within sixty (60) days after the end of each contract year.

3. **Fees:**

   Member has selected the following EAP services from those listed in Schedule II to be provided by Company:

   [LIST OF SPECIFIC OPTIONS WITH PRICING BEING SELECTED BY MEMBER]

   For all of the services provided hereunder by Company to Member, Member shall pay to Company an
amount per month equal to the Per Employee Per Month (PEPM) rate of reimbursement multiplied by
the number of Member's eligible Employees for such month. For the term of this Agreement, the
PEPM rate of reimbursement shall be $0.90 PEPM. Any fees for other optional add-on services as
defined by Schedule II will be applied if and when Member elects to add these services to the
contract. Member agrees to provide Company with monthly updated employee counts. Fees to be
paid by Member to Company shall be adjusted to reflect the updated employee counts. Company will
invoice Member and payments shall be made by Member to Company in accordance with Chapter
2251 of the Texas Government Code, which is to make payment within thirty (30) days from the
receipt of a properly prepared invoice.

4. Scope of Work and Services: In consideration for the "per employee per month" fee described in
Schedule II and selected services by Member, Company agrees to provide all the services described in
this Agreement, and in Company's proposal to A&M System, including, but not limited to, the services
described below to participants (as defined in Section 5a).

a. Intake (Telephonic Triage): This service will be provided immediately 24-hours a day, 7 days a
week by a Master's level counselor.

b. Initial Diagnostic Assessment: Following the intake, a Face-to-Face or Telephonic consultation
appointment is offered. During the assessment the counselor will gather information regarding the
presenting problem in order to create a diagnosis and develop a treatment plan for short-
term counseling. This session counts as one of the EAP visits included in the plan. Telephonic
Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.

c. Short-Term Therapeutic Counseling: Company will offer up to 3, 4, 5, or 8 visits for short-
term EAP counseling benefit per participant, per issue, per calendar year (including the initial
appointment). The Company will be fully responsible for the clinical care provided to
participants. The specific number of sessions and treatment plans will be determined by the
Company's counselor and will be based on clinical presentation, need, and suitability for a short-
term counseling model of treatment. Telephonic counseling can be made available in lieu of
face-to-face counseling only at the request of the participant. If a participant possesses clinical
symptomatology that requires longer-term and/or a different psychotherapeutic approach to
treatment, the Company will work with the participant's medical benefit plan to either make a
referral to another provider and/or provide these services under the umbrella of the participant's
medical benefit.

d. Range of Counseling Types: Counseling may include individual, family, and/or marital
interventions for issues suitable for a short-term counseling approach. Common presenting
problems include, but not limited to stress, family problems, marital problems, sadness/grief,
worrying, parent/child problems, work-related difficulties, interpersonal problems with co-
workers and supervisors, anger management problems, drug or alcohol use, workplace violence,
single parenting problems, legal and financial difficulties, coping with medical problems, and

crisis counseling.

c. Case Management & Follow-Up: Company will designate a case manager to follow up
throughout each case to monitor the progress, quality, and clinical content. The case manager
shall attempt to follow-up with all participants accessing services to ensure their satisfaction.
Additionally, Company shall conduct comprehensive case management and follow-up for any
participants referred to the EAP on a mandatory basis due to a job performance concern, work-
place violence, sexual harassment, or suspicion of substance abuse or other Member policy violation or concern.

f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the participant’s Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by medical plan. Low cost and free community referrals are also available to EAP participants.

g. **Education & Prevention:** The Company offers Supervisor and Employee Wellness Training via webinars. An extensive array of education and prevention seminars are available to employees and supervisors dealing with a wide variety of topics including wellness, stress management, coping with change, motivating employees, recognizing substance abuse, other personal or work-related concerns. Trainings can be individually tailored to meet the needs of the employer and employees. Electronic Newsletters for employees and supervisors are designed by the Company for distribution by the Member to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company’s website. PEPM includes up to 15 hours (per 1,000 employees) of standard Employee and Supervisor training Seminars that may be used at the Member’s discretion for supervisory training/orientation, employee orientations, wellness/brown bag seminars.

h. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement. Company will provide participants with I.D Recovery which offers a thirty (30) minute consultation with an Identity Recover Professional that will aid in the recovery process by assessing the situation, creating and implementing an action plan.

i. **Member Services:** Company will provide assistance to Member as needed. These services include immediate CISD response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Member or at a time and place of Member’s choosing. **Unlimited CISD assistance is included in the contract.** Contract includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.

j. **Online Services:** Company will maintain comprehensive online services at www.dcerocks.com, available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help cope with improving overall wellbeing, balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, on-line Library and over one hundred (100) legal forms are available through the website. Trainings regarding Orientation to the EAP benefit as well as access to the work-life services and legal/financial services are available online as well.

k. **Legal and Financial Services:** Company shall offer legal and financial counseling and resources to employees and their family members, a free (up to 30 minute) initial assessment and a 25% reduction on legal counseling rates with an in person attorney following any retainer. Free, unlimited telephonic financial counseling and education is available. Company will also provide participants with Control Your ID which will aid in free online identity monitoring. Online legal and financial resources will also be available.
1. Confidentiality: Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee’s rights to privacy. The Company shall hold confidential Participant information in strict confidence and comply with all applicable privacy laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. The Company may not use or disclose confidential Participant information except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the Participant. The Company may not use confidential Participant information for any purpose other than the purpose for which the disclosure was made. The Company may allow only the Company’s employees and contractors who have a legitimate business need in performing under this Agreement to have access to the confidential Participant information. Where appropriate, the Company shall obtain consent forms to provide the Participant’s written authorization to exchange information with Member benefits director or supervisor. Member and the Company have entered into the attached Business Associate Addendum to further address confidentiality issues.

m. Utilization Reports: The Company will provide confidential Utilization Review Reports to the A&M System and Member on a quarterly basis. The reports may include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, in-services, participant survey results and community referrals.

n. Implementation and Program Promotion: The Company will provide Initial Promotional Materials including an electronic introductory letter to the employees, wallet cards, brochures and informational posters as well as one Employee Orientation and one Supervisor Orientation DVD for Member. Member will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, payroll stuffers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by Member. Member will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company’s expense and distributed by the Member). Company will complete a Comprehensive Needs Assessment to ensure Program is customized and tailored to meet Member’s expectations.

5. Definitions:

a. The term "participant" for purposes of this Agreement shall mean the Employee and (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.

b. The term “counselor” shall mean a Company employee or contractor licensed by the Texas State Board of Examiners of Professional Counseling.

c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours notice by participant) or no shows.

6. Access: Employees and participants may contact the EAP via the toll free access number (1-866-EAP-2400) 24 hours a day, seven days a week, throughout the term of this Agreement. Routine appointments are offered generally within three (3) business days, urgent appointments within 48 hours, and emergency appointments are arranged the same day. Company offers a nationwide
network of affiliate providers in multiple locations and shall make every effort to accommodate participant’s specific request for an appointment time or location. Bilingual counseling services are also available.

7. **Service Locations:** Company shall provide counseling services at the Company’s and Affiliates’ office locations. Onsite consultations at the workplace will also be provided at the request of Member according to the terms contained herein.

8. **Eligibility Determination:** Company will provide services to all participants without requiring a specific verification process of each employee’s current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Member will also be eligible for short-term EAP counseling services. Member will verify the numbers of employees eligible for the EAP benefit each month, and adjust the reimbursement to Company accordingly. Company will contact Member if there appears to be significant access of the EAP benefit by anyone who is not eligible.

9. **Company Representative:** The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company’s EAP Account Manager, shall be the primary representative of Company for the purposes of this Agreement (the “Company Representative”). Mrs. Barrera’s address, telephone and fax numbers are as follows: 126 E. Main Plaza Suite 8 San Antonio, TX. 78205; Telephone No. (210) 615-3415; Fax No. (210) 615-2279 The Company may also assign additional Account Management Specialists to the team handling the account at the Company’s discretion or as needed. Member may contact the Company Representative (or designated assistant) directly regarding any questions, problems, or concerns related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Member; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from Member.

10. **Communications with Employees:** No promotional or informational materials shall be disseminated to Member’s employees without the prior written approval of the Member’s Representative. The Company Representative in connection with Member’s Representative shall prepare an initial, explanatory packet for distribution by Member to its Employees no later than two weeks prior to the commencement date of this contract.

11. **Extended Services:** Referrals to the health plan for extended service will be made based on symptom severity and the client’s best interests. Company may be able to continue counseling services under Member’s current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not covered under an applicable health plan, then Company shall refer such participant to appropriate community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

12. **Standard of Care:** Company shall perform its duties and obligations under this Agreement as a fiduciary of Member Employees and their respective dependents, and Company shall use the care, skill, prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

13. **Equal Employment Opportunity:** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in
14. **Compliance with All Laws:** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, not the Member, to ensure that no information shall be provided by Company to A&M System or Member that would constitute a violation of the privacy rights of a participant, even if such information is requested by A&M System or Member, both parties acknowledging that Company, and not A&M System or Member shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

15. **Indemnification:** Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold A&M System, its Members, its officers and employees and the State of Texas (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits, liabilities, recoveries, judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

16. **Alternative Dispute Resolution:** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Member and Company to resolve any claim for breach of contract made by Company:

A Company claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Company shall submit written notice, as required by subchapter B, to the Texas A&M Health Science Center Vice President for Finance and Administration. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Member and Company otherwise entitled to notice under the parties' contract. Compliance by Company with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Company's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Member if the parties are unable to resolve their disputes. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Member nor any other conduct of any representative of the Member relating to the contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Company's claim are governed by the published rules adopted by the Office of the Attorney General, pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1TAC Ch. 68. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Company, in whole or in part.
The designated individual responsible on behalf of the Member for examining any claim or counterclaim and conducting any negotiations related thereto as required under 2260.052 of House Bill 826 of the 76th Legislature shall be the Texas A&M Health Science Center Vice President for Finance and Administration.

17. 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.

18. 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 pertain.

19. Entire Agreement: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

20. Independent Contractor. Company is an independent contractor, and neither Company nor any employee of Company shall be deemed to be an agent or employee of Member. Member will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Company shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of Member relative to conduct on its premises.

21. 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.”

22. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, Company agrees that any payments owing to Company under this Agreement may be applied directly toward certain debts or delinquencies that Company 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.

23. Previous Employment. Company acknowledges and understands that Section 2252.901, Texas Government Code, prohibits Member 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.

24. State Auditor’s Office. Company 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(e), Texas Education Code. Company agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested Company will include this provision in all contracts with permitted subcontractors.

25. Non-Assignment. Company shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Member.

26. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

27. Loss of Funding. Performance by Member 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, Member will issue written notice to Company and Member may terminate this Agreement without further duty or obligation hereunder. Company acknowledges that appropriation of funds is beyond the control of Member.

28. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, 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.

29. Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Member shall be in the county in which the primary office of the chief executive officer of Member is located. At the time of the execution of this Agreement, such county is Brazos County, Texas.

30. Non-Waiver. Company expressly acknowledges that Member is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, privileges, and immunities as may be provided by law.

31. 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 personal delivery or courier delivery and will be effective when actually received. Member and Company can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**Member:**
Texas A&M University Health Science Center
Office of Finance and Administration
200 Technology Way, Suite 2079
College Station, Texas 77845-3424
Attention: Carl McLin, Director and Chief HRO
Phone: 979-436-9200
Fax: 979-436-0073

**Deer Oaks:**
Deer Oaks EAP Services, LLC
126 E. Main Plaza, Suite 8
San Antonio, Texas 78205  
Attention: Alicia Barrera  
Director of Account Management  
Phone: (210) 615-3415  
Fax: (210) 615-2279

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TEXAS A&M HEALTH SCIENCE CENTER  
By: 
Signature  
Barry C. Nelson, Ph.D.  
Type Name  
VP for Finance and Administration  
Title  
9/3/13  
Date

DEER OAKS EAP SERVICES, LLC  
By: 
Signature  
Laura Davies  
Type Name  
Chief Financial Officer  
Title  
Date
# SCHEDULE I

## PERFORMANCE GUARANTEES

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Description</th>
<th>Proposed Performance Guarantee</th>
<th>Proposed Fees at Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average speed of answer</td>
<td>The time in which calls are answered by clinical intake</td>
<td>Average speed of answer of 30 seconds or less for all clinical calls</td>
<td>1% of annual PEPM fees</td>
</tr>
<tr>
<td>Abandonment rate</td>
<td>The percentage of callers to clinical intake who hang up prior to speaking with a Company intake representative</td>
<td>3% or less</td>
<td>1% of annual PEPM fees</td>
</tr>
</tbody>
</table>
| Network access | Company agrees to ensure the level of network access available to Plan members meets the following requirements: | **Urban**: 90% of employees have access to a provider within 10 miles of home location.  
**Suburban**: 90% of employees have access to a provider within 25 miles of home location.  
**Rural**: 90% of employees have access to a provider within 40 miles of home location (if a provider exists within such a distance). | 1% of annual PEPM fees |
<p>| Member Satisfaction | Patient Satisfaction Survey results will rate overall experience satisfactory or better in at least 90% of responses to surveys each year | As reported on annual year-end utilization reports | 1% of annual PEPM fees |
| Member Satisfaction | Seminar Satisfaction Survey results will rate overall experience satisfactory or better in at least 90% of responses to surveys | As reported on annual year-end utilization reports | 1% of annual PEPM fees |</p>
<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Description</th>
<th>Proposed Performance Guarantee</th>
<th>Proposed Fees at Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Reports</td>
<td>Company agrees to provide individualized quarterly utilization reports to Member</td>
<td>Delivered within 30 days of the end of each quarter and within 45 days after the end of each plan year.</td>
<td>1% of annual PCEM fees</td>
</tr>
</tbody>
</table>
### Schedule II
#### Fee Schedule

Each participating Member’s fees shall be based on the program model selected by that Member. PEPM = Per Employee Per Month. Fees are as follows:

<table>
<thead>
<tr>
<th>Best Practice Options</th>
<th># Participants</th>
<th>PEPM</th>
</tr>
</thead>
<tbody>
<tr>
<td>5- session EAP with Legal Services, Financial Services,</td>
<td># Participants</td>
<td>PEPM</td>
</tr>
<tr>
<td>Family Work – Life Services and On-line Resources include 15 hours (per 1,000 employees) of standard training:</td>
<td>1-4,999</td>
<td>$0.90 PEPM</td>
</tr>
<tr>
<td></td>
<td>5,000-9,999</td>
<td>$0.89 PEPM</td>
</tr>
<tr>
<td></td>
<td>10,000-14,999</td>
<td>$0.88 PEPM</td>
</tr>
<tr>
<td></td>
<td>Over 15,000</td>
<td>$0.87 PEPM</td>
</tr>
<tr>
<td>Also includes unlimited critical incident stress management including on-site de-fusing and de-briefing services and quarterly webinars for the A&amp;M System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 3- session EAP with Legal Services, Financial Services,                               | # Participants | PEPM    |
| Family Work – Life Services and On-line Resources include 15 hours (per 1,000 employees) of standard training: | 1-4,999        | $0.86 PEPM |
|                                                                                       | 5,000-9,999    | $0.85 PEPM |
|                                                                                       | 10,000-14,999  | $0.84 PEPM |
|                                                                                       | Over 15,000    | $0.83 PEPM |
| Also includes unlimited critical incident stress management including on-site de-fusing and de-briefing services and quarterly webinars for the A&M System |                |         |

| 4- session EAP with Legal Services, Financial Services,                               | # Participants | PEPM    |
| Family Work – Life Services and On-line Resources include 15 hours (per 1,000 employees) of standard training: | 1-4,999        | $0.87 PEPM |
|                                                                                       | 5,000-9,999    | $0.86 PEPM |
|                                                                                       | 10,000-14,999  | $0.85 PEPM |
|                                                                                       | Over 15,000    | $0.84 PEPM |
| Also includes unlimited critical incident stress management including on-site de-fusing and de-briefing services and quarterly webinars for the A&M System |                |         |

| 8- session EAP with Legal Services, Financial Services,                               | # Participants | PEPM    |
| Family Work – Life Services and On-line Resources include 15 hours (per 1,000 employees) of standard training: | 1-4,999        | $1.10 PEPM |
|                                                                                       | 5,000-9,999    | $1.08 PEPM |
|                                                                                       | 10,000-14,999  | $1.06 PEPM |
|                                                                                       | Over 15,000    | $1.04 PEPM |
| Also includes unlimited critical incident stress management including on-site de-fusing and de-briefing services and quarterly webinars for the A&M System |                |         |
### Build-to-Suit Options

<table>
<thead>
<tr>
<th></th>
<th># Participants</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3-session EAP with Guidance Resources online</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>include 15 hours (per 1,000 employees) of standard training plus quarterly webinars for the A&amp;M System</td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td>1-4,999</td>
<td></td>
<td>$0.85 PEPM</td>
</tr>
<tr>
<td>5,000-9,999</td>
<td></td>
<td>$0.84 PEPM</td>
</tr>
<tr>
<td>10,000-14,999</td>
<td></td>
<td>$0.83 PEPM</td>
</tr>
<tr>
<td>Over 15,000</td>
<td></td>
<td>$0.82 PEPM</td>
</tr>
<tr>
<td></td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td><strong>4-session EAP with Guidance Resources online</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>include 15 hours (per 1,000 employees) of standard training plus quarterly webinars for the A&amp;M System</td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td>1-4,999</td>
<td></td>
<td>$0.86 PEPM</td>
</tr>
<tr>
<td>5,000-9,999</td>
<td></td>
<td>$0.85 PEPM</td>
</tr>
<tr>
<td>10,000-14,999</td>
<td></td>
<td>$0.84 PEPM</td>
</tr>
<tr>
<td>Over 15,000</td>
<td></td>
<td>$0.83 PEPM</td>
</tr>
<tr>
<td></td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td><strong>5-session EAP with Guidance Resources online</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>include 15 hours (per 1,000 employees) of standard training plus quarterly webinars for the A&amp;M System</td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td>1-4,999</td>
<td></td>
<td>$0.89 PEPM</td>
</tr>
<tr>
<td>5,000-9,999</td>
<td></td>
<td>$0.88 PEPM</td>
</tr>
<tr>
<td>10,000-14,999</td>
<td></td>
<td>$0.87 PEPM</td>
</tr>
<tr>
<td>Over 15,000</td>
<td></td>
<td>$0.86 PEPM</td>
</tr>
<tr>
<td></td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td><strong>8-session EAP with Guidance Resources online</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>includes 15 hours (per 1,000 employees) of standard training plus quarterly webinars for the A&amp;M System</td>
<td># Participants</td>
<td>Price</td>
</tr>
<tr>
<td>1-4,999</td>
<td></td>
<td>$1.09 PEPM</td>
</tr>
<tr>
<td>5,000-9,999</td>
<td></td>
<td>$1.07 PEPM</td>
</tr>
<tr>
<td>10,000-14,999</td>
<td></td>
<td>$1.05 PEPM</td>
</tr>
<tr>
<td>Over 15,000</td>
<td></td>
<td>$1.03 PEPM</td>
</tr>
</tbody>
</table>

### Add-Ons:

- **Family (Work – Life) Resources Source**
  - $0.12 PEPM
- **Legal Resources**
  - $0.08 PEPM
- **Financial Resources**
  - $0.06 PEPM
- **Wellness Services (includes HRA, Tobacco Cessation and Weight Management)**
  - **Online HRA**: $0.18 PEPM
  - **Live Well Standard Wellness Coaching**: $0.30 PEPM
    - Includes:
      - Four online healthy lifestyle management programs: Living Free for smoking cessation, LivingLean for weight management, LivingFit walking program and LivingEasy for resilience and stress management
      - Unlimited wellness coaching for all employees
      - An implementation kit
      - Monthly e-mail promotions
      - Quarterly newsletter
      - Quarterly utilization report
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site Biometric Screenings: $69.00 per employee based on a minimum of 100 tests per site per shift</td>
<td>Includes: Venipuncture - full lipid (total cholesterol, HDL, LDL, and triglycerides) glucose, blood pressure, height-weight, and BMI</td>
</tr>
<tr>
<td>Additional Standard Training - Introductory &amp; Personal Development/Work-Life Workshops (Travel will be billed separately at mutually agreeable rates)</td>
<td>Cost per hour + travel costs $150.00/hour/clinician plus travel costs</td>
</tr>
<tr>
<td>CISD (Critical Intervention/Critical Incident Stress Debriefing)</td>
<td>Cost Per hour $250.00/hour/clinician</td>
</tr>
<tr>
<td>Fitness-for-Duty Evaluations</td>
<td>$1,000-$3,500 per evaluation depending on the complexity of the case</td>
</tr>
<tr>
<td>DOT Substance Abuse Professional (SAP) Evaluation</td>
<td>$550.00 per evaluation</td>
</tr>
</tbody>
</table>

Rates are guaranteed for 3 years.
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is made as of the 1st day of September, 2013 (the "Effective Date"), by and between Deer Oaks EAP Services ("Company") and Texas A&M University Health Science Center ("Member"), a unit of Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties desire to enter into this Agreement in order to comply with the privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"); and the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Non-Discrimination Act," hereinafter such regulations and Acts collectively referred to as the "HIPAA Requirements";

WHEREAS, Member and Company entered into a Member Agreement dated September 1, 2013, (the "Agreement"), under which Company provides services to Member ("Services");

WHEREAS, in connection with these Services, Company meets the definition of a "business associate" as defined by 45 C.F.R. Section 160.103; and

WHEREAS, the Parties desire to enter into this Addendum in order to ensure the Member receives adequate and satisfactory assurances from Company that Company and its subcontractors will comply with all applicable obligations under the HIPAA Requirements;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

Unless otherwise provided in this Addendum, all capitalized terms in the Addendum will have the meaning set forth in the HIPAA Requirements. References to Protected Health Information (hereinafter "PHI") shall be construed to include Electronic Protected Health Information and references to PHI shall mean only the PHI that Company uses, discloses, creates, receives, maintains and/or transmits for or on behalf of Member to perform the Services. For purposes of this Addendum, capitalized words shall have the definitions given or used by the HIPAA Requirements as of the compliance deadline established by such requirements. The Parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 C.F.R. §160.103.

2. Obligations of Company.

A. Compliance with Laws. Company acknowledges and agrees it meets the definition of a "business associate" as defined at 45 C.F.R. §160.103. Company shall only create, receive, use, disclose, maintain, and/or transmit PHI in compliance with this Agreement and the Confidentiality Requirements, including 45 C.F.R. §164.504(e). Company agrees to comply with applicable:
federal and state laws, including but not limited to the HIPAA Requirements and the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012.

B. **Company Agreements with Subcontractors.** If Company subcontracts any portion of the Services to any agent or subcontractor as those terms are defined or otherwise used in the HIPAA Requirements (hereinafter referred to individually as a "Subcontractor" or collectively as "Subcontractors"), prior to any Subcontractor accessing, creating, using, disclosing, maintaining, transmitting or receiving any PHI Company shall require such Subcontractor to agree in writing to the same business associate agreement restrictions and conditions set forth in the HIPAA Requirements, including but not limited to the implementation specifications of 45 C.F.R. §§164.314, 164.410, 164.502, and 164.504(e); provided further, such agreement shall require the Subcontractor to comply with the HIPAA Requirements, including but not limited to the Security Standards.

C. **Use of PHI.** Except as otherwise permitted by law and this Addendum, Company shall only create, receive, use, disclose, maintain, and/or transmit PHI in compliance with the Agreement, this Addendum and the HIPAA Requirements, whichever is more protective of patient confidentiality and patient rights. In accordance with the foregoing, Company shall use PHI (i) to perform the Services, and (ii) as necessary for the proper management and administration of the Company or to carry out Company’s legal responsibilities, provided that such uses are permitted under federal and applicable state law. Additionally, Company may use and disclose PHI for Data Aggregation purposes relating to the health care operations of the Member.

D. **Disclosure of PHI.** Company may disclose PHI if required to do so by law. In addition to the requirements of Section 2.B. regarding Business Associate Agreements with Subcontractors, Company may disclose PHI to a third party, including any Subcontractor, as necessary for such third party to assist Company in performance of the Services; provided, however, that prior to any such disclosure Company: (a) obtains reasonable written assurances from the third party, including any Subcontractor, to whom the PHI is disclosed that the third party will hold such PHI confidentially and will use or disclose such PHI only as Required by Law or for the purpose(s) for which the PHI was disclosed to the third party; and (b) requires the third party, including any Subcontractor, to agree to notify the Company promptly, but in no event later than five (5) business days, following any instance of which such third party is aware that PHI has been used or disclosed for a purpose that is not permitted by this Addendum or the HIPAA Requirements. Company further agrees that any disclosures of PHI made by Company to any third party, including Subcontractors, shall comply with the HIPAA Requirements, including but not limited to the Security Standards.

E. **Report of Misuses and/or Inappropriate Disclosures of PHI.** Company shall: (1) report to the Member any use or disclosure of PHI not permitted by this Addendum or the HIPAA Requirements, such report to be made within five (5) business days of the Company becoming aware of such misuse or inappropriate disclosure; (2) mitigate, to the extent practical, any harmful effect that is known or reasonably foreseeable to Company and is the result of a use or disclosure of PHI by Company or any Subcontractor in violation of the Addendum, the HIPAA Requirements or other applicable law.

F. **De-identification and Limited Data Sets.** Member retains all rights in the PHI. Except as otherwise may be required by law, Company shall not de-identify PHI without the express written consent of Member.
G. **Safeguards by Company and Subcontractors.** Company represents and warrants that it has adopted, implemented and shall continue to maintain, for so long as Company has access to, maintains, uses or discloses Data, as defined below, adequate and appropriate safeguards to: (i) protect the confidentiality and security of PHI and other individually identifiable information obtained from, or created on behalf of, Member (for purposes of this Section 2.G., “Data”), and (ii) prevent the use or disclosure of Data other than as provided for by this Addendum, the HIPAA Requirements and other applicable law. Company’s administrative, physical and technical safeguards protecting Data shall comply with applicable law, the HIPAA Security Rule, HHS technical guidance, and any privacy and security guidelines or standards issued by the National Institute for Standards and Technology (“NIST”) regarding individually identifiable information, including Data. Company shall ensure that each Subcontractor implements the Security Standards to protect the confidentiality, integrity, and availability of the Data that it uses, discloses, creates, receives, maintains and/or transmits on behalf of Company and/or the Member. Company shall be liable to Member for any acts, failures or omissions of the Subcontractor under this Addendum as if such act, failures or omissions were Company’s own acts, failures or omissions, to the extent permitted by law. Company further expressly agrees that its Subcontractors will be specifically advised of, and will warrant in writing to comply in all respects with, the terms of this Addendum.

H. **Minimum Necessary.** Company shall limit its uses and disclosures of PHI to the “Minimum Necessary,” that is, Company shall only use and further disclose PHI as permitted by this Addendum and the HIPAA Requirements (including but not limited to the minimum necessary standard set forth at 45 C.F.R. Section 164.502(b)), to accomplish the intended purpose of such use, disclosure, or request to use or disclose.

3. **Individual Rights.** Company agrees as follows:

A. **Individual Right to Copy or Append PHI in the Designated Record Set.** In the event Company maintains a Designated Record Set on behalf of Member, Company shall promptly take all actions necessary for Member to comply with 45 C.F.R. Sections 164.524 and 164.526. Company shall provide any request it (or its Subcontractors) receives from an Individual for access or amendment under such regulations to Member within five (5) business days of receipt. Company agrees that only Member shall respond to requests received by Company (or its Subcontractors) from Individuals.

B. **Accounting of Disclosures.** Company agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Member within fifteen days of Member’s request, in order to allow Member to respond to an Individual’s request for Accounting of Disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Company maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Company; Company will forward the request and its Disclosure record to Member within five (5) business days of Company’s receipt of the Individual’s request. Member will be responsible for preparing and delivering the Accounting to the Individual. Company will not provide an Accounting of its Disclosures directly to any Individual.

4. **Internal Practices, Policies and Procedures.** Except as otherwise specified herein, Company shall make available information regarding Member’s and Company’s internal practices, policies and procedures relating to the use and disclosure of PHI to HHS or its authorized agents for the purpose of determining Member’s and/or Company’s compliance with the HIPAA Rules. Records requested
that are not protected by an applicable legal privilege will be made available in the time and manner specified by HHS or its authorized agents. To the extent permitted by law, Company shall promptly notify Member in writing regarding any requests for such information received from HHS or its authorized agents.

5. Withdrawal of Authorization. If the use or disclosure of PHI in this Addendum is based upon an Individual’s specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Company shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual’s PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Requirements expressly applies.

6. Security Incidents. Company agrees to report to the Member any Security Incident of which Company becomes aware, as follows:

A. Attempted incidents, i.e., those incidents that are unsuccessful and neither penetrate the information systems nor cause any threat of harm to such systems, shall be reported to the Member within thirty (30) days of the Member’s written request. The Member will not make such a request more frequently than quarterly.

B. Successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operation shall be reported to the Member immediately.

7. Breaches of Unsecured PHI. Company will report in writing to Member any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, 45 C.F.R. Section 164.400 et seq. (each a “HIPAA Breach”), within five (5) business days of the date Company Discovers the Breach, and shall provide Member with all information required by 45 C.F.R. Section 164.410 that Company has or may obtain without unreasonable difficulty. Company will provide such information to Member in the manner required by the Breach Notification Regulations, and as promptly as is possible. Company will reimburse Member for any reasonable expenses Member incurs in notifying Individuals of such Breach experienced by Company or Company’s Subcontractors, and for all reasonable expenses Member incurs in mitigating harm to those Individuals as well as Member. This Section shall survive the expiration or termination of this Addendum and shall remain in effect for so long as Company maintains PHI.

8. Data Breach Notification and Mitigation Under State Laws. Company agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information accessed, maintained, created, transmitted, used or disclosed on behalf of Member (including, but not limited to, PHI and referred to in this Section 8 as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Company agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Company shall promptly: (i) notify Member within five (5) business days (or such shorter time frame as required by applicable State law) of any State Breach; (ii) cooperate and assist the Member with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist the Member with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) comply with Company’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by any State Breach, and (v) assist with the implementation of any decision by any State
agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents). This Section shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Company maintains Individually Identifiable Information, including PHI.

9. Term and Termination

A. Term. This Addendum shall be effective as of the Effective Date and shall be terminated concurrently with the termination of the Agreement, or as otherwise provided in this Addendum.

B. Termination for Breach. Either Party may terminate the Agreement (the “Terminating Party”) upon written notice to the other Party (the “Terminated Party”) if the Terminating Party determines that the Terminated Party has breached a material term of this Addendum. The Terminating Party will provide the Terminated Party with written notice of the breach of this Agreement and afford the Terminated Party the opportunity to cure the breach to the satisfaction of the Terminating Party within thirty (30) days of the date of such notice. If the Terminated Party fails to timely cure the breach, as determined by the Terminating Party in its sole discretion, the Terminated Party may terminate the Agreement.

C. Effect of Termination. Upon termination of this Addendum for any reason, Company agrees to return or destroy all PHI received from, or accessed, maintained, used, disclosed and/or transmitted for or on behalf of, Member by Company (or its Subcontractors). If Company reasonably determines that the return or destruction of PHI is not feasible, Company shall inform Member in writing of the reason thereof, and shall agree to extend the protections of this Addendum to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Company retains the PHI.

10. Indemnification. To the fullest extent permitted by law, Company agrees to indemnify and hold harmless Member and Member’s officers, directors, employees, agents, successors and assigns (each an “Indemnitee” and collectively, “Indemnities”) from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney’s fees, defense costs, costs related to mitigation and equitable relief), for any damage or loss incurred by an Indemnitee arising out of, resulting from, or attributable to: (1) any HIPAA Breach and/or State Breach experienced by Company, its Subcontractors or its agents, and (2) any act, omission, negligence or misconduct of Company, any Company Subcontractor or any agent of Company in connection with the performance of the duties, representations and obligations of Company, its Subcontractors and its agents under this Addendum (hereinafter a “Claim,” and collectively “Claims”). To the extent permitted by law, Company shall be fully liable to Member for any acts, failures or omissions of its Subcontractors and agents in furnishing the services as if they were the Company’s own acts, failures or omissions. This indemnity shall not be construed to limit Member’s rights, if any, to common law indemnity or any equitable remedy. Notwithstanding the foregoing, in no event shall Company be liable to an Indemnitee to the extent a Claim arises from the negligence or misconduct of the Indemnitee.

The foregoing indemnification obligation is conditioned on Company having sole control over the defense and settlement of any claim that is subject to indemnification under this Agreement, provided that (a) Member has approved such settlement or judgment in writing in advance, which approval shall not be unreasonably denied, (b) Member chooses or approves in writing (which shall not unreasonably be withheld) the counsel selected by Company to defend such claim, and (c) Member approves in advance and in writing the settlement of all Claims. Company may not admit fault or negligence by Member in the settlement of any Claim.
Member shall provide Company with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Company in establishing a defense to such action; provided, however, that Member’s costs associated with such cooperation shall be reimbursed by Company.

The rights and obligations set forth in this Section 9 shall survive termination of the Agreement and this Addendum, and Member reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

11. Mitigation. If Company violates this Addendum, the HIPAA Requirements, state medical record privacy laws, and/or State Breach laws, Company shall promptly mitigate any damage caused by such violation or breach; provided, however, that Company admits no negligence or fault by Member as part of its mitigation efforts.

12. Rights of Proprietary Information. Member retains any and all rights to the proprietary information, confidential information, and PHI it releases to Company.

13. Insurance. Company shall maintain at its own expense insurance covering Company for claims, losses, liabilities, judgments, settlements, lawsuits and other damages arising out of its performance under this Addendum, and any negligent or otherwise wrongful acts or omissions by Company or any employee or agent of Company, including by way of example and not limitation, any HIPAA Breach and/or State Breach experienced by Company involving ePHI and/or electronic Individually Identifiable Information, with Member listed as an additional insured. Such policy or policies of insurance shall together provide limits of liability in the minimum amount of twenty-five million dollars ($25,000,000) in the annual aggregate for cyberr liability and $1/m in errors and omissions insurance. Upon Member’s request, Company or Company’s agent shall provide Member with a copy of all certificates of insurance evidencing the existence of all coverage required hereunder. Company shall require its insurance carriers or agents to provide Member, and Company shall also provide Member, with not less than ninety (90) days prior written notice of a material change in the liability policies of Company.

14. Individually Identifiable Information and PHI to Remain in United States. Company represents and warrants that in no event shall Individually Identifiable Information or PHI be stored or otherwise maintained by Company or its Subcontractors outside the United States and its territories (the “U.S.”). Company further agrees to use commercially reasonable efforts to prevent the transmission of Individually Identifiable Information and/or PHI via a method or through use of a medium that is likely to result in such information being sent outside the U.S., regardless of the length of time (or lack thereof) such information may be outside the U.S.

15. Miscellaneous.

A. Survival. The respective rights and obligations of Company under this Addendum shall survive the termination of this Addendum and shall continue for so long as Company, its Subcontractors or agents maintain PHI.

B. Notices. Any notices pertaining to this Addendum shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party’s authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

20
If to Member:

Carl McLin, Director and Chief HRO
200 Technology Way, Suite 2079
College Station, 77845-3424
Attn: Administration

If to Company:

126 E. Main Plaza, Suite 8
San Antonio, TX. 78205
Attn: CEO

C. Amendments. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary to comply with the HIPAA Requirements.

D. Choice of Law. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

E. Assignment of Rights and Delegation of Duties. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Member retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

F. Nature of Addendum. Nothing in this Addendum shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. The Parties explicitly agree that Company is an independent contractor of Member, and not an agent of Member.

G. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

H. Equitable Relief. Any disclosure or misappropriation of PHI by Company in violation of this Addendum will cause Member irreparable harm, the amount of which may be difficult to ascertain. Company therefore agrees that Member shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Company from any such further disclosure or breach and for such other relief as Member shall deem appropriate. Such rights are in addition to any other remedies available to Member at law or in equity. Company expressly waives any requirement in an action for specific performance or injunction for the posting of a bond by Member.
I. Severability. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

J. No Third Party Beneficiaries. Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not party to this Addendum nor imposing any obligations on either Party hereto to persons not a party to this Addendum.

K. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Addendum are inserted for convenience only, do not constitute a part of this Addendum and shall not affect in any way the meaning or interpretation of this Addendum.

L. Entire Addendum. This Addendum, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Addendum is in effect, constitutes the entire Addendum between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, Addendums, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistency or conflict between any provisions of this Addendum in any provisions of the Agreement, Exhibits, Riders, or amendments, the provisions of this Addendum shall control.

M. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Member to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Addendum shall prevail over the provisions of any other Agreement or Addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Addendum or the HIPAA requirements.

N. Regulatory Reference. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (*.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

P. Survival. The obligations of Company set forth in this Addendum shall survive the expiration or termination of this Addendum and shall remain in effect for so long as Company maintains, has access to, creates, transmits, uses or discloses PHI.

[Signature page to follow]
Agreed to:

DEER OAKS EAP SERVICES

By: ____________________________
   (Authorized Signature)

Name: ____________________________
   (Type or Print)

Title: ____________________________

Date: ____________________________

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

By: ____________________________
   (Authorized Signature)

Name: Barry C. Nelson, Ph.D.
   (Type or Print)

Title: VP for Finance and Administration

9/3/13

Date: ____________________________
Appendix E - La Hacienda Treatment Center