

AGREEMENT FOR SERVICES

Effective, July 1, 2016, Driscoll Health Plan, ("DHP") having principal offices 615 N. Upper Broadway, Corpus Christi, TX 78401 and Texas A&M University Health Science Center ("TAMHSC") a health- related institution under the Administration of Texas A&M System, an agency of the State of Texas, on behalf of the College of Medicine ("COM"), with principal offices at 8447 State Hwy 47, Health Professions Education Building, Bryan, Texas 77807, agree to the following terms and conditions for professional representation (the "Agreement"). TAMHSC, COM and DHP are sometimes referred to individually as "Party" and collectively as the "Parties":

1. SCOPE OF SERVICES

DHP agrees to provide services in accordance with the Scope of Work attached as Exhibit A, herein incorporated into this Agreement. Any changes to the Scope of Work must be agreed by the Parties in writing.

2. TERM AND TERMINATION

This Agreement, upon acceptance by both Parties, shall be effective from July 1, 2016 through midnight on August 31, 2016. Either Party may, without cause, terminate this Agreement at any time upon thirty (30) days written notice to the other Party. COM shall be obligated to pay for all reasonable and necessary Services that were performed or committed in good faith by DHP prior to the effective date of termination.

3. CONSIDERATION AND PAYMENT

A. For the services rendered under this Agreement, COM shall pay to DHP, one lump sum payment of Fifty Thousand Dollars and No Cents, (\$50,000), for a total commitment of Fifty Thousand Dollars and No Cents. DHP will submit lump sum invoice to COM for services rendered.

B. All sums due DHP shall be paid by COM within 30 days upon receipt of invoice. Payment will be made in accordance with Tex. Gov't. Code Sec. 2251.021(a).

4. INDEPENDENT CONTRACTOR

The Parties hereby acknowledge that they are independent contractors, and neither of the Parties nor any of their respective agents, representatives, students or employees shall be construed to be the agent, representative, student or employees of the other Party. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint enterprise or similar relationship between the Parties. DHP shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

5. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DHP and TAMHSC to attempt to resolve any claim for breach of contract made by DHP that cannot be resolved in the ordinary course of business. DHP shall submit written notice of a claim of breach of contract under this provision to the Vice President for Finance and Administration of TAMHSC, who shall examine DHP's claim and any counterclaim and negotiate with DHP in an effort to resolve the claim.

6. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email (to the extent a facsimile number or email address is set forth below) or other commercially reasonable means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). Each Party can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

If to COM:

Texas A&M Health Science Center
College of Medicine
8447 State Highway 47
Bryan, TX 77807-3260
Attn: Associate Dean for Finance and Administration

If to DHP:

Driscoll Health Plan
615 N. Upper Broadway, Suite 1621
Corpus Christi, TX 78401

With copy to TAMHSC:

Texas A&M Health Science Center
Vice President for Finance and Administration
200 Technology Way, Suite 2079
College Station, TX 77845-3424

7. MISCELLANEOUS

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

B. **Public Information Act:** DHP acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

C. **Governing Law:** This Agreement shall be construed under and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.

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

E. **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.

F. **Execution and Modification:** This Agreement is binding only when signed by both Parties. Any modifications or amendments, including but not limited to any modification to the Scope of Work, must be in writing and signed by both Parties.

G. **Severability:** If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

H. **Assignment:** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

I. **Audits:** DHP understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. DHP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

J. **Entire Agreement:** This Agreement and Exhibit A constitute the entire Agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

Approved And Accepted For:

**The Texas A&M University Health Science
Center On Behalf of the College Of Medicine**

Approved And Accepted For:

Driscoll Health Plan

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

Mary Dale Peterson, M.D.
President and CEO

Date

Date

EXHIBIT A
SCOPE OF WORK

- To engage in programming and evaluation activities in support of the Healthy South Texas Initiative in area of diabetes.
 - Outreach: DHP will provide outreach to 100 members with a Hemoglobin A1C greater than 8% to improve these measures.
 - Data Sharing: Driscoll will provide data for members who have received diabetes education to determine efficacy.

- Coordinate activities with the Corpus Christi Healthy South Texas office.

- Provide feedback to the Health Science Center Interim Executive Vice President, the Health Science Center Designee to Healthy South Texas Initiative, and the Regional Healthy South Texas Director on opportunities and challenges in conducting Healthy South Texas activities.

- Other duties as requested and mutually agreed upon.

COM-Contracts

From: Arnold, Robin W.
Sent: Wednesday, July 27, 2016 2:19 PM
To: COM-Contracts
Subject: Contract w/Driscoll Health Plan
Attachments: TAMUHSC Healthy South Texas_DHP.docx; Driscoll Health Plan.pdf

Importance: High

Justifications:

Driscoll Health Plan

Providing services throughout most of the Healthy South Texas 27 counties, the Driscoll Health Plan (DHP) is distinctive in their coverage. We are selecting them as a Healthy South Texas partner because of their ongoing activities in critical Healthy South Texas priorities around reducing diabetes, asthma and infectious disease as well as promoting well baby care. For example, DHP sponsors well baby showers throughout the region and has an outstanding gestational diabetes program. They also have a long history of asthma prevention and control, including engaging their patients in asthma action planning. Their on- the- ground presence and clinical expertise makes them uniquely positioned to further the goals of Healthy South Texas.

Let me know if you need any additional information.

Robin

Robin Arnold | Project Manager
Texas A&M Health Science Center
2700 Earl Rudder Frwy, Suite 3000
College Station, TX 77845
ph: 979-436-0399 | arnold@tamhsc.edu



Texas A&M Health Science Center
College of Medicine
Vice Dean for Finance and Administration

FOR COM USE ONLY
COM Contract Number: 16-07-40

MC: 8/9/16
Raye,
Agreement ready for signataure on behalf of the TAMHSC on thumbnail page 4. Agreement is being processed on behalf of the COM as part of the Healthy South Texas Initiative (HST).

Driscoll Health Plan is being engaged to provide support services as part of the diabetes work performed under the HST.

Term: 7/1/16-8/31/16
Amount: \$50,000

NOTE:
Business Associate Agreement and Data Use Agreement with Driscoll Health Plan is included in file 16 - 3868379

SMIT

COM Campus: B/CS

: Yes No

- Anesthesiology
- Alcohol & Drug Dependency Treatment
- Critical Care
- Family Medicine
- Emergency Medicine
- Humanities
- Internal Medicine
- OB/GYN
- Pathology
- Pediatrics
- Psychiatry
- Radiology

If Yes, Discipline**:

MC:8/3/16
Robby,
We processing another agreement as part of the Healthy South Texas Initiative. The agreement is for \$50,000 and includes a sole source justification as thumbnail page 5.

We would appreciate your review and comment.

PLEASE ATTACH COPY OF THE ORIGINAL

RB:8/5/16
Approved as best value, based on unique programs and geographic locations.

Contract Beginning Date: Jul 1, 2016 Ending Date: Aug 31, 2016
Funding Source: 183000-00100

Other Party: _____

Mary Dale Peterson
Other Party Contact Name

361-694-4889
Other Party Contact Phone

Mary.PetersonMD@dchstx.org
Other Party Contact E-mail Address

Other Party Contact E-Mail Address

Agreements totaling \$49,999.99 or less must be submitted 15 business days prior to agreement start date
Agreements totaling 50K or greater must be submitted 30 business days prior to the start date
Agreements originating from other party must be submitted at least 30 business day prior to start date

Marcia G. Ory, Ph.D.
Contract Originator (Please Print)

Healthy South Texas
Department Name

Jul 25, 2016
Date

Marcia G. Ory

Department Chair

7/25/16
Date

Lorisa Lyman
Vice Dean for Finance and Administration

07/28/2016
Date

PLEASE SEND ALL CONTRACTS/AGREEMENTS/FORMS AND DIRECT ALL INQUIRIES TO:
COM-CONTRACTS@MEDICINE.TAMHSC.EDU

Payton, Lisa

From: Payton, Lisa
Sent: Wednesday, August 10, 2016 2:41 PM
To: COM-Contracts
Subject: 16 - 3925544 Driscoll Health Plan (HST)
Attachments: 16 - 3925544.tif

Good Afternoon,

Attached is the partially signed agreement referenced above. Upon completion of signatures, forward a copy of the fully executed agreement to Contracts Administration.

Thank you
Lisa Payton
Office of the Vice President for Finance & Administration
Texas A&M Health Science Center
200 Technology Way
Suite 2079
College Station, Texas 77845-3424
Phone: 979-436-9217
Fax: 979-436-0076
lpayton@tamhsc.edu

CONTRACT CHECK LIST

Status: Completed

Today's Date: 08/10/16

Initials: lp

Other Party Name: Driscoll Health Plan

Contract Number: 16 - 3925544

Contract Start Date: 07/01/16

Contract End Date: 08/31/16

VERIFY CONTRACT REQUIRED INFORMATION BELOW

* Contract Specialist

- | | | | |
|---|----------------------------------|----------------------------------|-----------------------|
| 1. Verify contract type, number; other party e-mail address and phone number | YES | NO | N/A |
| | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 2. Contract Staff review date entered | Yes | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 3. Venue is in Brazos County | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 4. Alternative Dispute Resolution clause (Ch. 2260) included | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 5. Termination without cause clause is referenced in the contract | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 6. Contract governed by Texas law | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 7. Value: \$50,000 Sent to OGC for review | YES | NO | N/A |
| | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 8. Contract include: BAA No DUA No Risk Management review | YES | NO | N/A |
| | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 9. Sole Source required Yes Contract reviewed by Purchasing
* Teaching agreements are exempt | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 10. Business Associate Addendum field completed | YES | NO | N/A |
| | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

* Reporting Requirements

- | | | | |
|---|----------------------------------|-----------------------|-----------------------|
| 11. LBB Reporting Code - Reporting field completed | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 12. H.B. 1295 Reporting No SB20 Reporting Yes >\$15,000 Reporting field completed | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |

* Administrative Assistant

- | | | | |
|--|----------------------------------|----------------------------------|-----------------------|
| 13. All required signatures obtained | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 14. File consists of final negotiated contract and supporting correspondence | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 15. Fully signed contract sent to OGC | YES | NO | N/A |
| | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| 16. Final copy sent to Other Party/Department | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 17. Contract complete date field completed and file moved to 5.0 folder | YES | NO | N/A |
| | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Notes

Completion Date

8/29/16