

AGREEMENT FOR SERVICES

Effective, June 5, 2020, Manatt Health Strategies, LLC ("Manatt") having principal offices at 7 Times Square, New York, New York 10036, and Texas A&M University Health Science Center ("TAMHSC") a health-related institution under the Administration of Texas A&M University, a member of the Texas A&M University System ("A&M System"), with principal offices at 8447 Riverside Parkway, Suite 3100, Bryan, Texas 77807, agree to the following terms and conditions for professional services (the "Agreement"). TAMHSC and Manatt are sometimes referred to individually as "Party" and collectively as the "Parties":

1. SCOPE OF SERVICES

Manatt 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. Manatt shall perform the services in an expeditious and economical manner consistent with the interests of TAMHSC, and may not subcontract any portion of the services without the advance written permission of TAMHSC. Manatt represents and warrants that Manatt is under no contractual or other restrictions or obligations which are inconsistent with the terms of this Agreement, or which may interfere with the performance of Manatt's obligations under this Agreement.

2. MANATT CONFLICT OF INTEREST

- A. Relationship with Manatt, Phelps & Phillips, LLP. Manatt is a wholly-owned subsidiary of Manatt, Phelps & Phillips, LLP ("Firm"). As such, the Firm has a financial interest in the work performed by Manatt.
- B. Relationships with Other Clients. The Firm and Manatt represent many clients in the healthcare industry, among others. The Firm and Manatt have confidentiality obligations to its other clients, and Manatt will not have any obligation to disclose or use in connection with this engagement any information that it learns in the course of any other representation, even if it would be helpful to TAMHSC. Manatt will apply these same confidentiality standards to information it learns in the course of its representation of TAMHSC. In addition, the Firm may be asked to represent one or more clients in matters adverse to TAMHSC or its interests in the future. TAMHSC hereby agrees that it will not seek to proscribe, limit, or disqualify the Firm from any such adverse representation; however, that the Firm will not undertake any such adverse representation if it relates directly to Manatt's work for TAMHSC, nor will the Firm engage in any litigation, arbitration or other formal dispute resolution proceedings adverse to TAMU or TAMHSC while Manatt performs the Scope of Work under this Agreement. Otherwise, neither the Firm nor Manatt will be limited in representing other clients, even if they are directly or indirectly adverse to TAMHSC in transactions, negotiations or regulatory, legislative or public policy matters, and TAMHSC waives any conflict of interest that may exist by virtue of any such adverse representation (it being understood that TAMHSC's waiver does not permit Manatt to use any of TAMHSC's confidential information).

3. CLIENT, NATURE OF SERVICES, AND CONFIDENTIALITY OF INFORMATION

- A. Manatt's sole client is Texas A&M University and TAMHSC, but not any other related or affiliated person, subsidiary, affiliated corporation or entity, nor any other A&M System component, unit, agency, or instrumentality of, or supported by, the State of Texas nor any of their respective officers, directors, agents, members, partners, stakeholders, or employees.
- B. It is understood that Manatt will not provide legal services in connection with this matter. If TAMHSC wishes to retain Manatt in connection with this or any other matter, such retention will require a separate written agreement in accordance with the policies, rules, and regulations of the A&M System. Manatt will provide consulting services and not legal services or advice. The nature of the services is further described in the Scope of Work attached as Exhibit A. Manatt may engage professionals to render these services, which may include attorneys who are partners or associates of Manatt. Even though an attorney is involved, Manatt is not a law firm and neither Manatt nor any persons engaged by Manatt in connection with this matter who happen to be attorneys will be providing legal services to TAMHSC. Accordingly, none of the protections of the attorney-client relationship or the attorney-client privilege for communications will exist with respect to the services rendered by Manatt. Manatt will treat TAMHSC's

information as confidential, however, the communications between TAMHSC and Manatt will not be protected by the attorney-client privilege.

4. TERM AND TERMINATION

This Agreement, upon acceptance by both Parties, shall be effective from June 5, 2020 through midnight on May 31, 2021. Either Party may, without cause, terminate this Agreement at any time upon thirty (30) days written notice to the other Party. TAMHSC shall be obligated to pay for all reasonable and necessary Services that were performed or committed in good faith by Manatt prior to the effective date of termination.

5. CONSIDERATION AND PAYMENT

- A. For the services rendered under this Agreement, TAMHSC shall pay to Manatt, \$660,000 dollars and zero cents, including all expenses other than travel. Manatt will submit monthly written invoices to TAMHSC for services rendered in the previous month. Travel and expenses not to exceed \$52,800.00.
- B. TAMHSC shall reimburse reasonable and necessary travel with prior written approval from TAMHSC, in accordance with state guidelines.
- C. All sums due Manatt shall be paid by TAMHSC within 30 days upon receipt of invoice. Payment will be made in accordance with the Texas Prompt Payment Act (Tex. Gov't. Code Sec. 2251.021(a)).
- D. The maximum amount payable under this Agreement for all services and expenses shall not exceed \$712,800 dollars and zero cents.

6. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Manatt is an independent contractor in the performance of these Services and is not acting as a partner, joint venture, or agent of TAMHSC under this Agreement. The employees, officers, or agents of Manatt shall not be considered or deemed to be servants, agents or employees of TAMHSC. Manatt shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the Services performed pursuant to this Agreement, TAMHSC being interested only in the completed performance of the services herein contemplated.

7. WORK PRODUCT

Manatt grants TAMHSC the nonexclusive, perpetual, irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, any reports, studies, conclusions, recommendations, analyses, and other materials developed, generated, or produced by Manatt under this Agreement (collectively, "Work Product"). Manatt represents and warrants that the Work Product will not infringe or violate the copyright, patent, trademark, trade secret, or any other right of any party, and that Manatt has obtained any permissions or licenses necessary to grant the rights provided to TAMHSC under this Agreement. Manatt shall indemnify and defend TAMHSC, TAMUS, its officers, regents, and employees against all liabilities, damages, and expenses, including attorneys' fees, arising out of or related to any claims that the Work Product infringe any copyright, trademark, patent, trade secrets, or non-proprietary right including defamation, libel, or violation of privacy or publicity.

8. 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 Manatt and TAMHSC to attempt to resolve any claim for breach of contract made by Manatt that cannot be resolved in the ordinary course of business. Manatt shall submit written notice of a claim of breach of contract under this provision to the Associate Vice President & Chief Financial Officer of TAMHSC, who shall examine Manatt's claim and any counterclaim and negotiate with Manatt in an effort to resolve the claim.

9. INSURANCE

Notwithstanding any insurance provision in Exhibit A, Manatt warrants that it will notify TAMHSC at least thirty (30) days before any cancellation, material change, or nonrenewal of its professional liability insurance policy.

10. 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:

TAMHSC:

Texas A&M Health Science Center
Attn: Greg Hartman, Senior Vice President
8441 Riverside Parkway, Suite 3100
Bryan, TX 77807

Manatt:

Manatt, Phelps & Phillips, LLP
Thomas O. Enders
7 Times Square
New York, New York 10036
(917) 882-6791
TEnders@manatt.com

With copy to TAMHSC:

Texas A&M Health Science Center
Attn: Jeffery T. Burton, Associate Vice President for
Finance & Administration and CFO
8441 Riverside Parkway, Suite 3100
Bryan, TX 77807

11. MISCELLANEOUS

- A. Delinquent Child Support Obligation: Under Section 231.006, *Texas Family Code*, Manatt 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. The foregoing clause shall remain inapplicable unless or until Manatt becomes a sole proprietorship, or has a partner, shareholder, or owner or with a partnership of at least 25%.
- B. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, *Texas Government Code*, Manatt agrees that any payments owing to Manatt under this Agreement may be applied directly toward certain debts or delinquencies that Manatt 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.
- C. Loss of Funding: Performance by TAMHSC 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, TAMHSC will issue written notice to Manatt and TAMHSC may terminate this Agreement without further duty or obligation hereunder upon five (5) days advance written notice to TAMHSC. Manatt acknowledges that appropriation of funds is beyond the control of TAMHSC.
- D. Certification regarding Boycotting Israel: To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, TAMHSC certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. TAMHSC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- E. Certification regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, TAMHSC certifies TAMHSC is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TAMHSC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- F. Non-Waiver: Manatt 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.
- G. Public Information Act: Manatt 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.
- H. 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.
- I. 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.
- J. Force Majeure: Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.
- K. 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.
- L. 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.
- M. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
- N. Audits: Manatt 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. Manatt agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- O. Conflict Of Interest. By executing and/or accepting this Agreement, TAMHSC and each person signing on behalf of TAMHSC certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMHSC or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- P. Prohibition On Contracts Related To Persons Involved In Human Trafficking. A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- Q. Not Eligible For Rehire. Manatt is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- R. 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:

**TEXAS A&M UNIVERSITY
HEALTH SCIENCE CENTER**

APPROVED AND ACCEPTED FOR:

MANATT HEALTH STRATEGIES,LLC

Greg Hartman
Senior Vice President

Date: _____

Date: _____



ATTACHMENT A: SCOPE OF WORK



Texas A&M Health

**Strategic Planning Consultant Services
*Pursuant to RFP TANUHSC 20-0019 Strategic Planning
Consultant Services***

Manatt Health

Contract Attachment: Scope of Work

June 3, 2020

This Statement of Work is for the sole use of Texas A&M Health and should be considered Confidential and Proprietary to Manatt Health Strategies, LLC (Manatt Health). Any distribution to a non-Texas A&M Health party will require the approval of Manatt Health.



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Engagement Context & Objectives

The Texas A&M Health Science Center (Texas A&M Health) has been in operation for just over 20 years, and has now arrived at a critical milestone in its evolution:

- Texas A&M Health brings together the health-related Colleges of Dentistry, Medicine, Nursing, Pharmacy, and Public Health into a vibrant, interconnected community.
- Texas A&M Health operates on six distinct sites, from McAllen in the South to Dallas in the North.
- It is poised to have a significantly expanded presence in Houston, through the expansion of its research programs and the development of TMC-3, of which it is a founding member.
- Its clinical affiliation with CHI St. Joseph is beginning to mature, while its long-time affiliation with Baylor Scott & White is under review and presents new opportunities for further development.
- Its program “Healthy Texas,” implemented through the A&M agricultural extensions, has been successful in achieving population health goals in a broad area of central Texas.

As it considers the future and develops its strategic plan, there are several issues of critical importance around which Texas A&M Health must define a forward-looking approach, including how best to achieve its aspirations, enhance its appeal to students and faculty, and improve its service to all Texans.

Selected Aspirations and Challenges to Address in the Strategic Plan

Selected TAMHSC Aspirations

(among others)

- Become *nationally renowned and highly ranked* for innovation in inter-professional education; expertise and depth with value-based and population health models; and proof of concept for new models of community engagement
- Grow *distinctive research programs* that lie at the intersection of TAMHSC health sciences and TAMU depth: biological, agricultural and food, veterinarian, and arts and sciences
- *Pioneer in precision medicine* by leveraging all TAMU & TAMHSC resources to build a translational precision medicine platform and deploying it broadly throughout the communities served
- *Innovate in rural medicine and population health* with new programs that create value throughout Texas

Selected Challenges to Address

(among others)

- Development of research programs of distinction, with particular emphasis on leveraging TAMU strengths in engineering, agricultural life sciences, veterinary medicine, and computational sciences
- Realization of a rich Houston presence; very important for the long-term ability to appeal to a broader range of outstanding students and faculty
- Testing and proving new models for improving and funding rural health in critical regions in Texas, with dedicated resources working directly in priority communities
- Establishing a state- and region-leading educational program for the integration of engineering with medicine



With these considerations in mind, we understand that the primary objectives for this engagement are to:

- Identify and articulate the Texas A&M Health strategic themes for 2020–2025 into an integrated vision.
- Define the differentiators that will set the Texas A&M Health apart from other institutions.
- Drive alignment of vision, priorities and activities across Texas A&M Health and Texas A&M University (TAMU).
- Establish and define clinical affiliation strategy and tactics in the context of Texas A&M Health's commitment to research and serving its communities.
- Clarify organizational and financial requirements for achieving the defined goals and an associated implementation plan to realize them.

Project Process, Methodology and Deliverables

Project Process

In our experience, there are several key factors for success in preparing and realizing a strategic plan in a university-based academic medical center (AMC) context:

- The formation of a strongly held strategy agenda by the faculty and administrative leadership team
- The engagement and commitment of the Deans of the Colleges and their faculty
- The committed support of the Chancellor and University governance
- Clarity as to the sources and uses of resources, with a plan that balances high aspirations with practical resource constraints

Therefore, in our work, we recommend the combination of top-down leadership engagement and bottom-up faculty and staff ideation and participation. We combine elements of such a top-down approach, defining the working strategy and framework with the leadership team, with elements of the recommended bottom-up approach, engaging faculty and administrators to develop specific initiatives to ensure accountability for implementation.

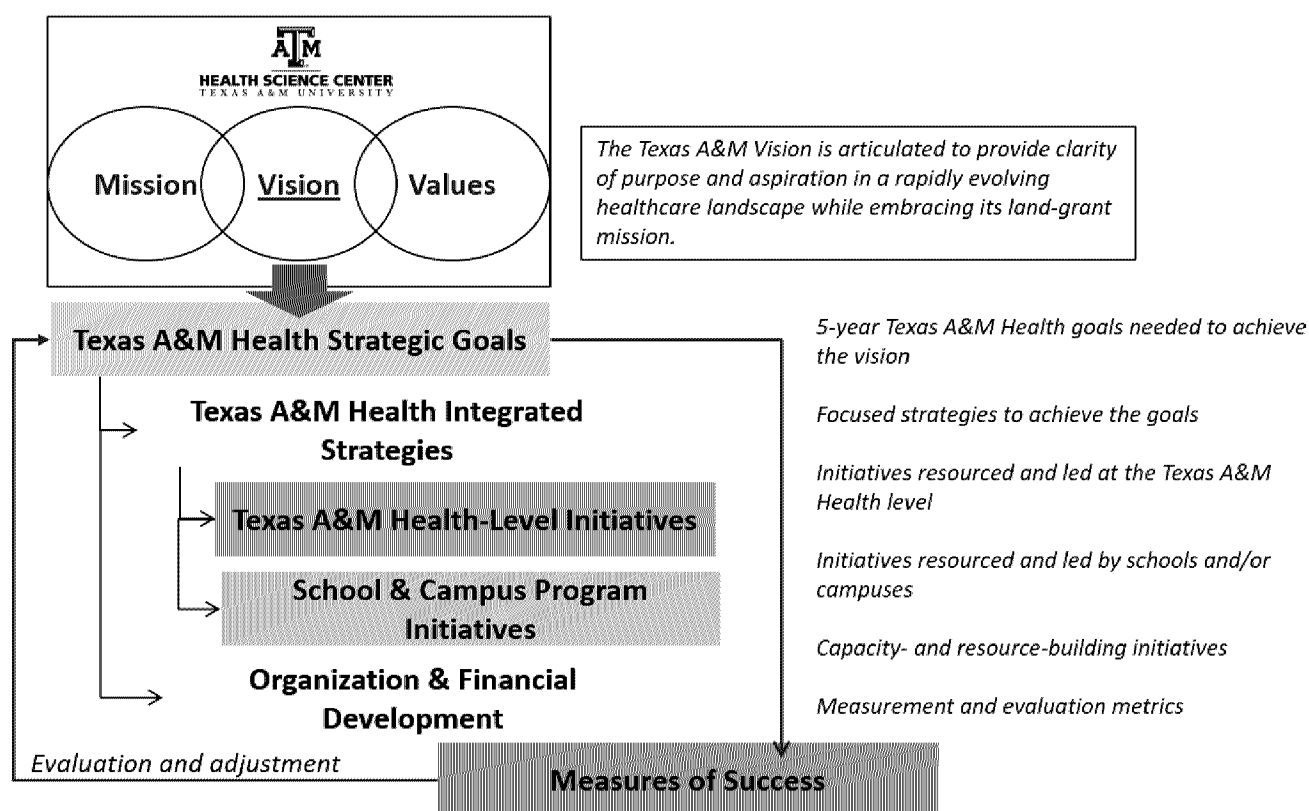
Recognizing that a participatory process is critical to successful buy-in and implementation of the strategic plan, we include extensive faculty, staff and student engagement throughout the planning process in the form of interviews, surveys, retreats, focus groups, work groups and other forums. We will take full advantage of virtual and social media means to accomplish this objective.

Methodology

The Texas A&M Health Strategic Plan will define strategic priorities that together will realize the aspirations of the Health Science Center. Our methodology will combine the preparation of

enterprise (that is, cross-College, campus, TAMU, Texas A&M University System (TAMUS)) and *entity* (College, campus) strategies. These will be unified through aligned financial and organizational development plans. A *balanced scorecard* of performance measures will be completed with which to track progress and evaluate impact as the strategy is implemented.

Manatt Health Methodology Framework for the Health Science Center Plan



Deliverables

The final deliverable of this engagement is a Texas A&M Health Science Strategic Plan. The major components will include updated versions of several interim deliverables developed as part of earlier steps:

I. Texas A&M Health Vision and Strategic Framework: Including the definition of the Health Science Center vision, with associated goals and supporting strategic initiatives

II. Current-State Assessment Highlights

- Overarching strengths, weaknesses, opportunities, and threats (SWOT)
- Profiles of each college (and as appropriate, selected campuses) organized around each of the four missions, including affiliate assessment



III.Strategic Recommendations: Organized around mission and theme, and including affiliate and interprofessional strategies

IV.Balanced Scorecard

V.Organizational Development Plan: Identifying the leadership and committee structure to support implementation of the strategic plan and promote greater interprofessional coordination with external affiliates

VI.High-Level Financing and Resource Model: Organized around capital and operating requirements and supporting TAMU financing structures

VII.Implementation Plan: Including key 36-month milestones, a timeline in Gantt chart format and associated accountabilities

Interim work product by step is as follows:

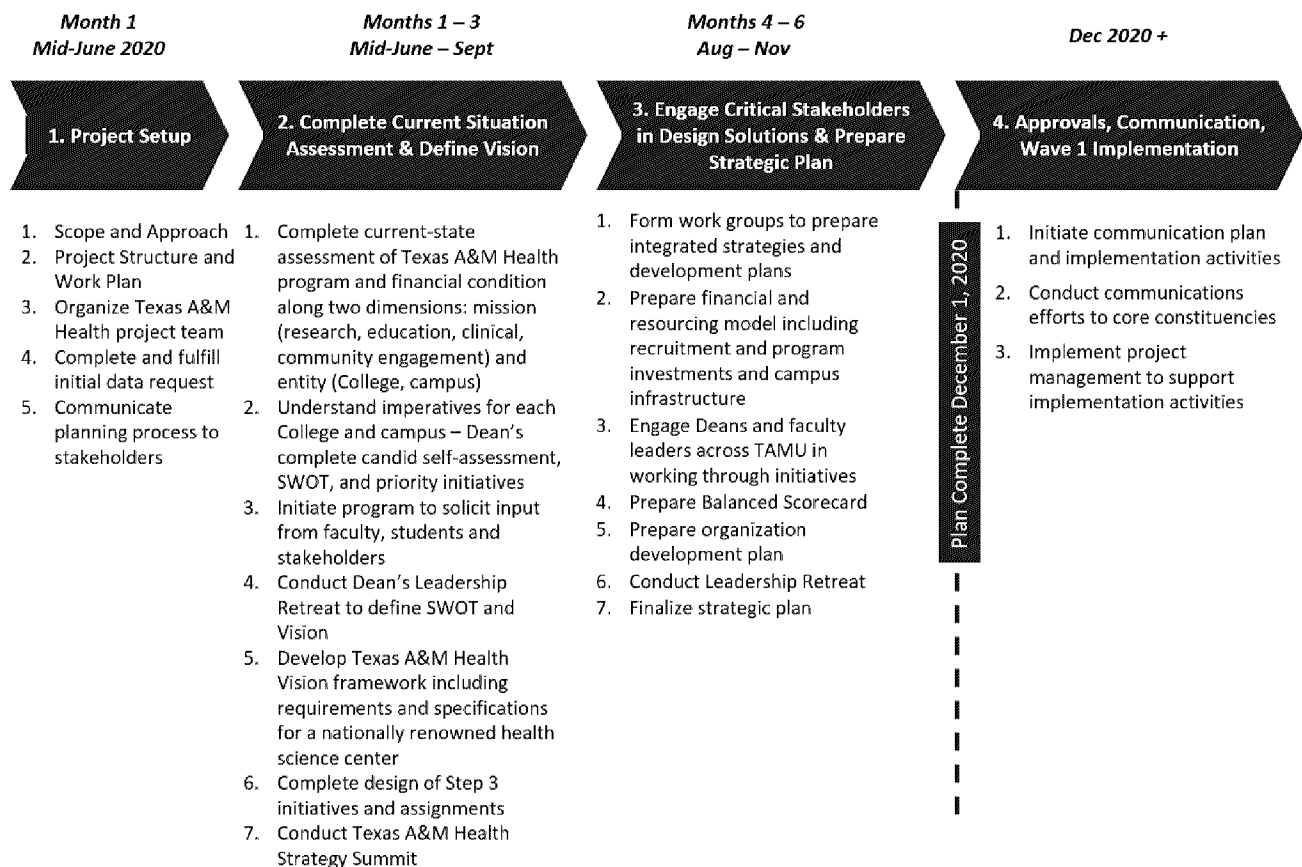
Step	Interim Work Product
1. Project Setup	<ul style="list-style-type: none">• Project work plan• Data request• Communications about the planning process to key stakeholders, specifically the work team and Strategic Planning Committee (SPC) members
2. Complete Current Situation Assessment & Define Vision	<ul style="list-style-type: none">• Texas A&M Health-wide SWOT• Profiles of each College and campus organized around each of the four missions, including affiliate assessment• Summary of a stakeholder survey and focus group findings• Draft Texas A&M Health Vision framework• Facilitation materials for focus groups, SPC, Dean’s Leadership Retreat, Texas A&M Health Strategy Summit
3. Engage Critical Stakeholders in Design Solutions & Prepare Strategic Plan	<ul style="list-style-type: none">• Financial and resourcing assumptions• Draft recommended strategies• Balanced scorecard• Organizational development plan• Facilitation materials for the SPC, work groups, second Dean’s Leadership Retreat• Final strategic plan



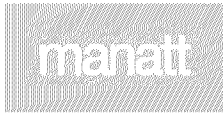
Project Activities and Management

The engagement will follow a three-step process to occur over a five-and-a-half-month period, as indicated in the diagram below.

- During the latter part of June, we will prepare the detailed work plan and data request in conjunction with Texas A&M Health leadership, with a project kickoff of July 1.
- From mid-June through the middle of September, we will complete the current-state assessment and work with leadership to define vision and priority initiatives.
- From September through November, we will engage working teams to design solutions, and we will finalize the strategic plan. We will target December 1, 2020, for completion of the plan.



Our approach will be to form an integrated TAMU and Manatt Health planning and deployment team that will systematically work through the opportunities: defining priorities, establishing the forward-looking vision for Texas A&M Health, defining and integrating the critical strategies, establishing the financial and organizational requirements, and reaching agreement with critical constituents and stakeholders.



Step 1: Project Setup. In the first half of June, Manatt Health will work closely with the Project Sponsor to:

- ***Finalize the work plan*** – This will be in alignment with the signed scope of work.
- ***Organize the project team*** – We will jointly establish team protocols for working together on a remote basis utilizing web conferencing, and then phasing into on-site work as Texas A&M Health and Manatt Health protocols indicate. The Manatt Health team will conduct weekly work sessions with a Texas A&M Health work team via video. These work sessions will have dual purposes: first, to serve as an opportunity to evaluate progress and address any roadblocks in advancing our scope of work, and second, to share interim work product together on an integrated team basis. A Strategic Planning Committee (SPC) composed of Texas A&M Health leadership will also serve as the sounding board throughout our engagement. We will engage with the SPC on a monthly basis via web conference, with in-person workshop sessions as travel restrictions permit.
- ***Complete and fulfill initial data request*** – Manatt Health will prepare a data request to inform our current-state assessment and work with the project sponsor and her/his designee to fulfill it. The request will include data related to research funding trends, admission/matriculation trends, faculty composition and financial performance, among other topics.
- ***Communicate planning process to stakeholders*** – Manatt Health will prepare summary communications for the designated work team and SPC to ensure aligned understanding of the engagement objectives, approach and timeline, and expectations of participants.

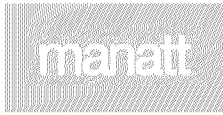
Step 2: Complete Current Situation Assessment & Define Vision. In conjunction with the project team, Manatt Health will complete a thorough evaluation of the Texas A&M Health landscape by developing deep-dive profiles of each health science college and campus, informed by interviews, surveys, focus groups, a financial analysis and a data review. This, in combination with an overarching SWOT, will inform the development of a draft vision framework for the health sciences program.

1. ***Complete Texas A&M Health current-state assessment.*** Manatt Health will review each Texas A&M Health program—medicine, dentistry, nursing, pharmacy and public health—to consider its strategic and financial conditions, the advancement of its mission (research, education, clinical and community engagement), its distinctive features, and its associated campus dynamics. We will review financials and other fulfilled data requests (e.g., research funding trends, admission/matriculation trends, faculty composition) to inform our understanding. We will also conduct interviews with University, School and campus leaders. We will synthesize our findings into profiles of each College organized around each of the missions.
2. ***Understand imperatives for each College and campus.*** Manatt Health will prepare and disseminate a self-assessment tool for the Deans of each school to complete, enabling them to



provide their perspective about their school's progress in fulfilling their missions and their future imperatives. We will incorporate findings from the self-assessment into the profiles of each College described in the prior task. We will prepare a crosscutting SWOT to consider the strengths, weaknesses, opportunities and threats that Texas A&M Health must consider in its future strategy as well as the priority initiatives for each entity. We will review these profiles, the SWOT and priority initiatives with the SPC and refine as needed.

3. ***Establish competitive differentiators.*** Manatt Health will prepare a profile of the competitive landscape for integrated health science centers and the outlook for training programs. Particular emphasis will be placed on highly ranked programs and recently established institutions. Dr. Rubenstein will lead one or more work sessions intended to lay out the current and future landscape for training institutions.
4. ***Initiate a program to solicit input from faculty, students and stakeholders.*** Manatt Health will prepare a survey to gather perspective from faculty and students across each of the Texas A&M Health schools. This survey will solicit these stakeholders' perspectives on their priority interests, so these can be incorporated into and considered as part of the planning process. We will also conduct six focus groups—three with faculty and three with students—to explore specific topics more deeply, such as interprofessional education, key research themes, approaches to better serving the needs of local communities and other topics that have arisen in prior interviews and the survey findings. We will also conduct interviews with several potential affiliates to understand their interests and explore ways in which Texas A&M Health could collaborate. We will synthesize our findings from the survey, focus groups and interviews into a summary that we will review with the SPC.
5. ***Conduct a Dean's Leadership Retreat to define SWOT and vision.*** Manatt Health will apply the findings from the above tasks to draft a Health Science Center vision. We will conduct a three-hour retreat with the Deans and other University leaders to test both the prepared SWOT and the drafted vision. Recognizing that COVID-19 may limit our ability to convene in person, we are prepared to develop an agenda and interactive facilitation approach that can be supported via Zoom, potentially including virtual breakout sessions and voting polls.
6. ***Develop the Texas A&M Health Vision framework.*** Based on feedback from the Dean's Leadership Retreat, we will revise the vision and build out a framework that includes goals, requirements and specifications for a nationally renowned health science center. The framework will include imperatives for specific schools and campuses as well as crosscutting requirements. This will serve as the guide for the remaining tasks of building out the strategies to position Texas A&M Health for success. We will review and refine this with the SPC.



7. Complete design of Step 3 initiatives and assignments. Leveraging the established strategic framework, Step 3 is focused on designing strategic solutions to achieve the Texas A&M Health vision. Critical components of this will be:

- Conducting work groups to prepare strategies around mission-oriented issues
- Working one-on-one with champions and leaders of key issues to frame targeted recommendations
- Preparing an organizational development plan
- Facilitating the development of a financial model to estimate the sources and uses of funds

Because each of these tasks requires substantial time in defining their appropriate topics, convening individuals and working through critical assumptions to shape recommendations, Manatt Health will work with the Project Sponsor at this point to prepare for each task, specifically by agreeing on the key themes for the work groups, identifying participants to be involved in each task, defining and initiating an outreach approach, and scheduling the necessary working sessions.

8. Conduct a Texas A&M Health Strategy Summit. Manatt Health will work with the Project Sponsor and the SPC to prepare an agenda for a strategy summit. This will be an opportunity to engage leadership from across the university in considering the vision and strategic imperatives. We will adjust the approaches we use depending on our ability to convene in person or virtually but are committed to framing this as an opportunity for stakeholders to join in the planning process and begin to establish ownership around its success.

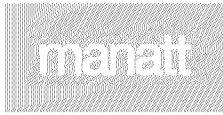
Step 3: Engage Critical Stakeholders in Designing Solutions and Preparing a Strategic Plan. This step will yield a robust plan, inclusive of strategic recommendations and a financial impact assessment, that defines how Texas A&M Health must evolve at the levels of its Colleges and campuses and the integrated health science center to achieve its vision.

- 1. Facilitate work groups to prepare integrated strategies and development plans.** Manatt Health will facilitate up to three work groups that will develop detailed recommendations on select topics. Each group will be chaired/co-chaired by SPC members and will be composed of SPC and non-SPC members. We will convene each group up to three times, draft recommendations based on the facilitated discussions and refine these based on the groups' feedback. Manatt Health recommends framing the groups around each of the core health science center missions—education, care delivery and research—with the themes of community, affiliations and interprofessional activity spanning all of them.
- 2. Prepare a financial and resourcing model.** Manatt Health will work in coordination with the Texas A&M Health finance team to prepare a set of financial assumptions related to the programmatic, recruitment and campus infrastructure investments required to support the defined strategies. We



will refine these assumptions based on feedback from the work group leaders and the SPC, and then support the HSC finance team as it prepares an integrated financial model. As part of this task, we will consider the financial implications, particularly regarding technical revenue, associated with building community affiliations.

- 3. Engage Deans and faculty leaders across TAMU in working through initiatives.** To both complement and integrate the recommendations developed by the work groups, Manatt Health will engage the Project Sponsors, Deans and the SPC to consider and refine the strategic recommendations, with a particular focus on building synergies across them. For some topics, we may also work with a handful of these leaders on a one-on-one or smaller-group basis to shape targeted recommendations, such as in areas related to campus and space optimization and faculty development and mentorship.
- 4. Prepare a balanced scorecard.** As the recommendations are refined, Manatt Health will prepare a balanced scorecard that will enable university and HSC leaders to monitor progress in advancing the strategic initiatives, including quadrants that align with the vision and strategic framework, potentially including health science colleges differentiation, Texas A&M Health clinical position and affiliations, TAMU integration, and financial performance. We will review a draft of this scorecard with the SPC and refine it.
- 5. Prepare an organizational development plan.** Manatt Health anticipates that a critical success factor for Texas A&M Health to achieve its vision will be its organizational structure and the manner in which leaders across its schools work together toward common goals. Manatt Health will engage the Project Sponsor, the Deans and others identified by the Project Sponsor to consider the current organizational barriers to successful strategic plan implementation and approaches for addressing them. Manatt Health will prepare a plan that recommends how the HSC can modify its structure and leadership engagement to advance its vision; this may include the formation of new committees or the repurposing of existing ones, the establishment of an integrated financial statement and program investment plan, and the introduction of interdisciplinary functions to strengthen the ties across schools and campuses.
- 6. Conduct a second Dean's Leadership Retreat.** Manatt Health will facilitate a second retreat to review and build support for the evolving strategic recommendations as well as to share the evolving financial assumptions and balanced scorecard. Each work group leader will present their group's recommendations, and participants will engage in consideration of success factors and their own roles in advancing the vision. Again, Manatt Health will develop an agenda and interactive facilitation approach that can be supported via Zoom, potentially including virtual breakout sessions and voting polls, if COVID-19-related travel restrictions continue to limit in-person participation.



- 7. Finalize the strategic plan.** Manatt Health will incorporate feedback from the participants of the second Dean’s Leadership Retreat into the finalized recommendations and scorecard. We will integrate these into a draft strategic plan and prepare and incorporate an implementation plan that includes key milestones and accountabilities for each initiative. We will share an integrated draft plan with the Project Sponsor and the SPC and incorporate their feedback into the final deliverable.

Step 4: Approvals, Communication, Wave 1 Implementation. This additional step, not part of the scope of work that encompasses the prior steps, will focus on supporting Texas A&M Health in realizing its strategy. Potential activities are to:

- ***Initiate a communications plan and implementation activities*** – Manatt Health will prepare, in coordination with the Project Sponsor and Texas A&M Health communications leaders, a communications plan that defines target audiences, key messages and dissemination/feedback channels. The messages will reinforce the vision and strategic objectives as well as progress made in implementing the strategies and how specific constituents can support the advancement of the strategy.
- ***Communicate our efforts to core constituencies*** – Manatt Health will coordinate with Texas A&M Health communications leaders to disseminate the messages defined in the prior task. These communications will evolve as implementation progresses, based on feedback from constituents. Channels for unidirectional communication may include emails, videos and webinars, while bidirectional communication may include virtual and/or in-person town halls, live chats and surveys.
- ***Implement project management to support implementation activities*** – Manatt Health will establish a joint Texas A&M Health-Manatt Health project management team to ensure implementation occurs according to plan. This team will assess progress against the implementation plan and metrics, prepare quarterly assessments of progress, and troubleshoot any schedule delays and roadblocks as they arise.

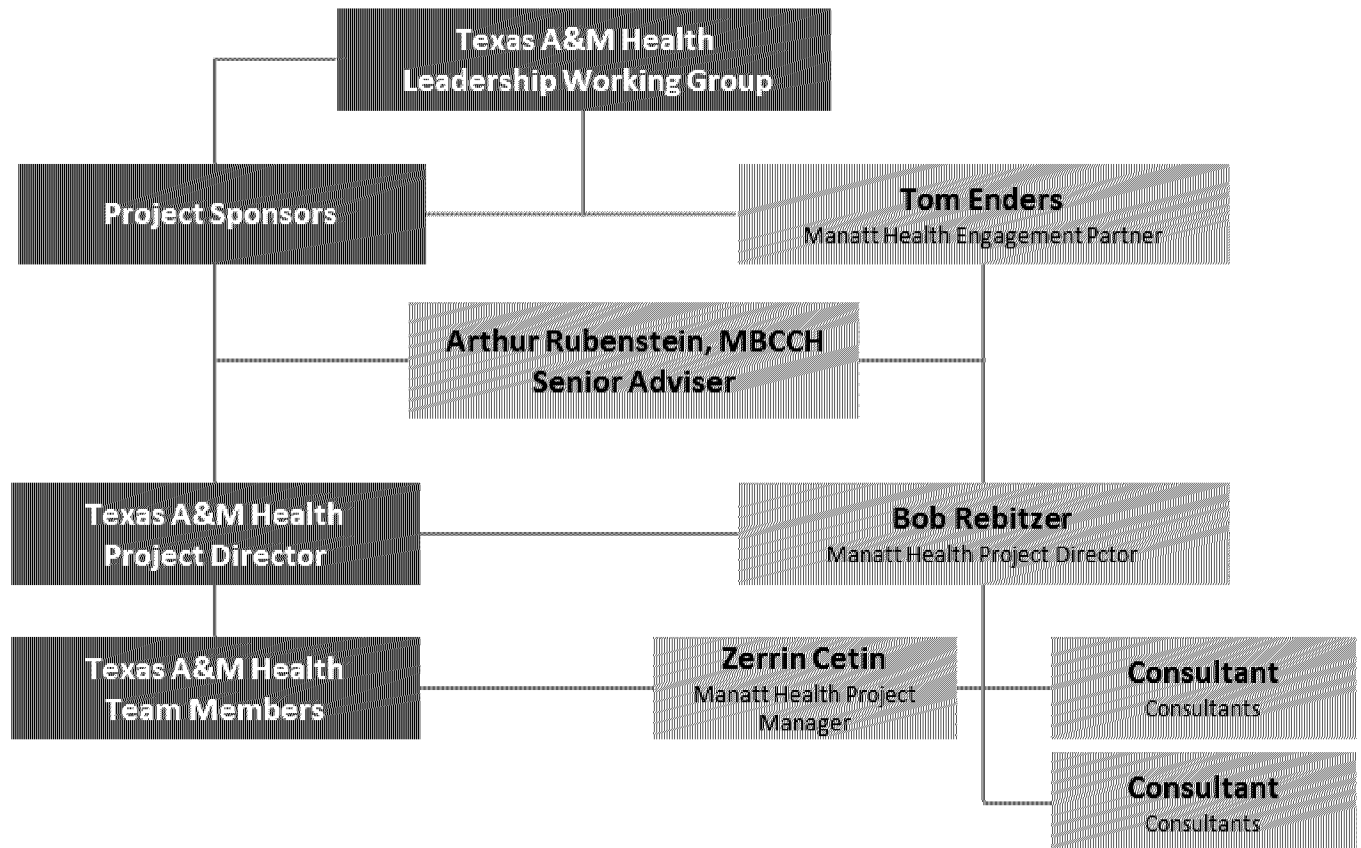
Project Structure and Implementation

Manatt Health will work closely with Texas A&M Health leadership to ensure that this project achieves its objectives and addresses the target issues in a clear and direct manner. Manatt Health will conduct a project status meeting with the project sponsor biweekly, with more frequent, regular communication on an ad hoc basis. The purpose of these meetings will be to track progress, identify and address issues, and develop strategies to overcome any barriers. Manatt Health maintains robust, internally developed project management tools and reports designed for different audiences. Detailed work plans, status reports and issue logs are developed for the core work team and the executive sponsors, and summary reports are developed for steering committees, leadership teams and other audiences. We believe in developing detailed work plans and issue logs to systematically track progress, change course/focus as needed and agreed to, and ensure projects are delivered on time, on budget and within the agreed-upon scope.



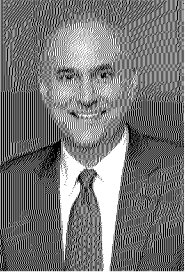


Project Team, Roles and Responsibilities

The proposed Manatt Health team for this engagement has deep expertise with academic medical center strategic planning. Tom Enders will serve as the Manatt Health Engagement Partner, Bob Rebitzer as the Project Director and Zerrin Cetin as the Project Manager. Dr. Arthur Rubenstein will serve as Senior Advisor with particular focus on emerging models of education and research innovation. Bob Rebitzer will also provide deep subject matter expertise in process design and organizational culture development. Each team member has extensive experience in academic medicine strategy and planning, having completed numerous comparable engagements.






Team roles and experience are provided in the table below.

Team Member and Role	Role and Experience
Tom Enders Engagement Partner 	<p><i>Tom will be the senior point of contact for the strategic planning engagement, engage with senior leadership on the development of vision and direction, and participate in and support facilitation of Texas A&M Health planning sessions.</i></p> <p>For over 30 years, Tom has worked with leading healthcare organizations to improve the management and delivery of healthcare. He is considered one of the nation's leading strategy and organizational development consultants to academic health systems, medical schools, and children's hospitals and associations. He has worked with many of the top academic health systems in the country, leading strategic planning and program development initiatives.</p>
Robert S. Rebitzer, Managing Director; Project Director 	<p><i>Bob will provide project direction, organizational development and process design expertise to the TAMH leadership team. A particular focus will be understanding the organizational culture and facilitating leadership development sessions intended to promote innovative thinking regarding differentiation.</i></p> <p>Robert Rebitzer works with the leaders of healthcare organizations on strategies to safely reduce costs and to improve the quality of care. His emphasis is on the successful implementation of business and clinical strategies, and he is recognized for the ability to engage the disparate groups needed for successful execution in healthcare—clinicians, payers, policymakers and the scientific community. His clients have included integrated delivery systems, health plans, academic medical centers, early-stage health services companies, health-oriented philanthropies, and state and local governments.</p> <p>Robert was a partner, and a founding member, of Accenture's strategy practice for the healthcare industry. There, his client work encompassed a range of functions and disciplines, including business and clinical strategy, the design and implementation of new models of care delivery, health plan operations improvement, and the governance of IT and other shared functions.</p> <p>In addition, he was the founding chief operating officer for Stanford University's Clinical Excellence Research Center, which uses human-centered design—and qualitative research methods—to create lower-cost models of care delivery. Robert has also served as an advisor to the California Healthcare Foundation and to various early-stage and mid-size healthcare services companies.</p>
Zerrin Cetin Project Manager 	<p><i>Zerrin will have day-to-day responsibility for project management so as to achieve the work plan scope, schedule and budget. She will facilitate selected work sessions and work team processes and be responsible for creating work product and deliverables as specified in the work plan.</i></p> <p>Zerrin is a senior manager with Manatt Health. She provides strategic planning, qualitative research and quantitative analytics for a broad range of healthcare stakeholders. Her focus is health innovation and redesign, health reform, market access, and provider strategy consulting.</p>



Team Member and Role	Role and Experience
Arthur Rubenstein, MBCCH Senior Advisor 	<p><i>Dr. Rubenstein will provide his counsel and advice relating to educational program development, enhancement of the reputational profile of Texas A&M Health, and analysis of the options and considerations for differentiation of the Health Science Center.</i></p> <p>Dr. Rubenstein is a professor in the Department of Medicine, Division of Endocrinology, at the Raymond and Ruth Perelman School of Medicine (SOM) at the University of Pennsylvania. Previously, Dr. Rubenstein was the Executive Vice President of the University of Pennsylvania for the Health System and Dean of the SOM from September 2001 to July 2011. Before joining Penn, Dr. Rubenstein served for four years as Dean of Mount Sinai School of Medicine and Gustave L. Levy Distinguished Professor. Earlier, he was the Lowell T. Coggeshall Distinguished Service Professor of Medical Sciences and Chairman of the Department of Medicine at the University of Chicago's Pritzker School of Medicine. Dr. Rubenstein is an internationally prominent endocrinologist recognized for clinical expertise and groundbreaking research in diabetes. Well known for his inspired teaching, Dr. Rubenstein has served in numerous professional leadership positions during his career, has authored more than 350 publications and is the recipient of many awards.</p>
Additional Team Members	Manatt will assign additional consultant team members to round out the project team.

Project Timeline

Manatt Health proposes to conduct this engagement over a five-and-a-half-month period, beginning in the latter portion of June 2020. Below is a task-level view of the proposed timeline.

Tasks by Workstreams	Jun	Jul	Aug	Sept	Oct	Nov
1. Project Setup						
Establish scope and approach						
Develop project structure and work plan						
Organize Texas A&M Health project team						
Complete and fulfill initial data request						
Communicate planning process to stakeholders						
2. Complete Current Situation Assessment & Define Vision						
Complete Texas A&M Health current-state assessment of program and financial condition						
Understand imperatives for each College and campus						
Initiate program to solicit input from faculty, students and stakeholders						
Conduct Dean's leadership retreat to define SWOT and vision						
Develop health science center vision framework						
Complete design of Step 3 initiatives and assignments						
Conduct health science center strategy summit						
3. Engage Critical Stakeholders in the Design of Solutions and Preparation of the Strategic Plan						
Facilitate work groups to prepare integrated strategies and development plans						
Prepare a financial and resourcing model including recruitment and program investments and campus infrastructure						
Engage Deans and faculty leaders across TAMU in working through initiatives						
Prepare a balanced scorecard						
Prepare organizational development plan						
Conduct leadership retreat						
Finalize the strategic plan						