

## The FRED R. WHITE RISK PRACTICE Project Engagement Contract

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235WHEREAS, FRED R. WHITE RISK CONSULTING, LLC, a Texas limited liability company and a member of The Fred R. White Risk Practice, an unincorporated affiliation of service providers owned by Fred R. White, which may be referred to hereafter as "WHITERISK", and UNT Health Science Center aka HSC Health, on behalf of itself and its subsidiaries and affiliates, which may hereafter be referred to as "CLIENT", desire to establish a business relationship,

NOW THEREFORE, WHITERISK and CLIENT agree as follows:

1. This Engagement Contract ("Contract") constitutes a binding, legally enforceable contract, and both WHITERISK and CLIENT agree that they desire to, and intend to, be bound by such contract. This Contract governs all relations between WHITERISK and CLIENT with respect to the Work described below while the Work is in progress or within nine (9) months thereafter unless a separate Contract has been signed,

2. Length of Contract. This Contract shall begin on **October 1, 2021.** and shall terminate on **September 30, 2024** or on completion of the Work, whichever shall first occur. Nevertheless, the provisions of Paragraphs 11 and 12 hereof as well as any similar provisions in a schedule shall endure for two (2) years from the termination date of this Contract.

3. Termination. (a) This Contract may be terminated by either Party by giving written notice to the other at the last known address not less than sixty (60) days prior to the effective date of the termination. Any work in process on the date termination is effective shall be suspended at that time.

(b) If this Contract is terminated by CLIENT prior to its completion: (1) If the Fee Basis includes a "Contingency", the "cancellation penalty" specified below shall be paid immediately to WHITERISK as an additional fee; (2) If the Fee Basis is "Retainer", the balance of the Retainer Charges through the expiration of the current twelve month period shall be paid immediately to WHITERISK; (3) If the Fee Basis is "Agreed Fee" or "Fixed Price", then the balance of the Agreed Fee plus Expenses or Fixed Price is immediately due and payable without regard to any installment payment plan or the amount of work which has been completed at the termination date; and (4) If the Fee Basis is "Time Expended", CLIENT agrees to pay WHITERISK promptly for its work up through the date of termination or the unpaid balance of the Minimum Fee, whichever is greater, plus Expenses.

4. Some Definitions. (a) The "Parties" to the Contract are WHITERISK and CLIENT; (b) "Professional(s)" means the staff of WHITERISK and/or WHITERISK's affiliates, team members, alliance partners, contractors or subcontractors, as the situation warrants; (c) "Indemnitees" means WHITERISK or CLIENT, as the context requires, and its owners, members, officers, directors, managers, partners, employees, Professionals and their firms (if any), principals, co-venturers, agents, contractors and contractors' staffs; (e) "Time" includes all time spent with, for, on account of, or for the benefit of, CLIENT, including without limitation preparation, analysis, meetings, telephone conversations, research, reporting, travel, and waiting; (f) "Expenses" mean any amounts expended primarily in, for, or on account of, work for CLIENT including without limitation airfare, rental cars, cabs, rail, bus, parking charges, tolls, mileage, fuel, lodging, meals, delivery, copying or reproduction, large consumption of supplies, purchases primarily for the benefit of the Work, rental of special equipment or facilities, and subcontractors as well as all sales taxes, maintenance taxes, and all other taxes charged directly against WHITERISK by any governmental organization on account of its Fees and Expenses under the Contract.

5. Independent Contractor. WHITERISK is an independent contractor under this contract. As such, subject to all other provisions of this Contract, each Party shall conduct its business at its own initiative, responsibility, and expense and shall have no authority to incur any obligation on the part of the other except as expressly set out herein or as may be otherwise agreed between the Parties in writing. WHITERISK agrees to pursue the Work set out below with reasonable diligence and dispatch.

6. The Work. CLIENT requests, and WHITERISK agrees to perform, the Work described in this paragraph 6. WHITERISK is not obligated to perform any work outside the scope of this paragraph. Work shall begin and be completed as soon as practicable after WHITERISK receives the necessary data or information from CLIENT.

(a) Interim Plan Funding and Rate Review Report, to be conducted approximately between March 1 and May 1 of each year ("the Spring Report"), consisting of an assessment of the financial status of the Medical Malpractice Self-Insurance Plan (the "Plan") and recommendations as to premium rates to be charged for the next Plan year. (b) Fiscal Year-end Claims Reserve Analysis Report based on the fiscal year-end loss report to be prepared roughly between September 1 and 30 of each year ("the Fall Report"). (c) Decision support and on-call consulting, as required by Client, in its administration of the Plan. However, this task (c) does not include in-depth work with respect to: (1) any particular claim or case; (2) preparation or revision of any manuals, software or procedures; or (3) marketing or evaluation of insurance or reinsurance of any kind. These excepted tasks will be performed under a separate Contract.

OPTION: If CLIENT so elects, WHITERISK shall attend periodic risk management meetings for a separate fee as laid out in paragraph 7.

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7. **Fees.** WHITERISK charges a fee for all work. CLIENT agrees to pay WHITERISK, or cause WHITERISK to be paid, for any work or services requested or ordered by CLIENT or by any person or entity with genuine apparent authority to act on behalf of CLIENT, whether for CLIENT's own benefit or as an agent for others. Absent a specification or agreement to the contrary, Fee Basis shall be "Time Expended", and Expenses shall be charged in addition to Fees.

(a) The Fee Basis and Fees for the Work shall be as checked in the box below:

**Agreed Fee plus Expenses.** Subject to the provisions of paragraph 3(b)(3), Agreed Fee Amount for Work items (a), (b) and (c): **\$100,140**, payable as below:

- (1) **FY 2022:** \$22,235 on completion of the Spring Analysis report and \$9,530 on completion of the Fall Analysis report.
- (2) **FY 2023:** \$23,350 on completion of the Spring Analysis report and \$10,005 on completion of the Fall Analysis report.
- (3) **FY 2024:** \$24,515 on completion of the Spring Analysis report and \$10,505 on completion of the Fall Analysis report.

Agreed Fee for Work described in Option: \$3,000 per annum for up to 4 meetings payable when the Option is exercised..

**Expenses exceeding \$100 in any one month can be billed separately at WHITERISK's option.**

**Subject to provisions below, if checked and completed:**

- Special Response Services extra charge at WHITERISK's normal rates.
- Agreed Fee includes up to n/a total hours, not including Special Response Services. Additional hours to be billed at WHITERISK's normal rates.

If the "Agreed Fee" box is checked, the charges for Professional, clerical and technical work are fixed at the amount shown and shall not be adjusted unless the scope of the work changes significantly and/or undisclosed material information surfaces. WHITERISK shall endeavor to notify CLIENT when such changes occur. Expenses are charged in addition to the Agreed Fee.

**Fixed Price** (Agreed Fee *including* Expenses; Special Response Services extra charge at normal rates.)  
Amount \$\_\_\_\_\_. Payable \$\_\_\_\_\_.

**Subject to provisions below, if checked and completed:**

- Special Response Services extra charge at WHITERISK's normal rates.
- Agreed Fee includes up to \_\_\_\_\_ total hours, not including Special Response Services. Additional hours to be billed at WHITERISK's normal rates.

If the "Fixed Price" box is checked, the combination of charges for Professional, clerical and technical work and Expenses are fixed at the amount shown and shall not be adjusted unless the scope of the work changes significantly and/or undisclosed material information surfaces. WHITERISK shall endeavor to notify CLIENT when such occurs.

**Contingency** (in addition to Time, Agreed Fee, or Fixed Price)

Formula:  
Payable\_\_\_\_\_. Cancellation Penalty: \$ \_\_\_\_\_

If the Contingency box is marked, CLIENT shall pay WHITERISK an additional fee upon the happening of the designated event or according to the formula specified above.

**Retainer plus Expenses:** Amount \$\_\_\_\_\_. Payable \$\_\_\_\_\_.

**Subject to provisions below, if checked and completed:**

- Special Response Services extra charge at WHITERISK's normal rates.
- Retainer Fee includes up to \_\_\_\_\_ total hours, not including Special Response Services. Additional hours to be billed at WHITERISK's normal rate. (If not checked, no pre-determined limitation.)

If the "Retainer" box is checked, CLIENT shall pay WHITERISK the amount shown as the Retainer Charge according to the Order. Expenses are charged in addition to the Retainer Charge.

**Time Expended** at WHITERISK's normal rates plus Expenses. Non-binding estimated Fee: \$\_\_\_\_\_.

Minimum Fee \$\_\_\_\_\_. Maximum Fee \$N/A. Deposit/Advance payment \$\_\_\_\_\_.

If the "Time Expended" box is checked, CLIENT agrees to pay for actual Professional, technical and clerical Time at WHITERISK's normal rates in effect at the time the service is rendered plus Expenses.

For work away from Professional(s) office, Time begins when the Professional leaves his office or the last place where he had business immediately prior to arriving at CLIENT's location and ends when he arrives back at his office or his next destination. WHITERISK may charge a minimum of two hours for time away from the office. If the Professional is away from his home area on CLIENT's business, WHITERISK may bill at least 8 hours plus additional

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Time in 4 hour increments unless Professional works on business for other clients on the same trip. WHITERISK will apportion travel Time and Expenses among all clients for whom Professional works on a particular trip.

If a Minimum Fee applies, the minimum fee is due irrespective of the Time expended; but Time which results in charges in excess of the Minimum Fee shall be paid by CLIENT. If a Maximum Fee applies, the charges for Time shall not exceed the stipulated Maximum Fee.

Other. If the "Other" box is checked, the provisions of that basis are spelled out below.

[Click here to enter text.](#)

(b) Advance Payments. WHITERISK may, at its discretion, require CLIENT to make an advance payment before WHITERISK begins work. An advance payment is credited against the final bill for a project.

8. Special Response Fee and Expense Provision. Irrespective of the specified Fee Basis, when a Professional (a) assists in the investigation of an accident, (b) assists with a difficult or unusual claim or situation, other than by telephone, (c) attends a special meeting, specifically including any time a Professional is asked to, called to or subpoenaed to, testify in a legal or regulatory proceeding anywhere, or (d) performs an unlisted service, CLIENT may be required to pay Time Expended and Expenses for such effort, as an additional amount, and CLIENT agrees to pay such amount when demanded.

9. Payments; Interest ; Payments; Late Charges;

(a) WHITERISK may render invoices at the earlier of the end of each month or the end of a project stage. CLIENT promises to pay WHITERISK's invoices in U.S. currency promptly upon receipt. Payments are considered made when received in WHITERISK's office in Carrollton, Texas or wired to WHITERISK's designated bank account.

(b) In the event WHITERISK has not actually received payment on an invoice within twenty-one (21) days of its date of issue, WHITERISK will begin charging interest on the unpaid balance at the rate of one and one-half percent (1.50%) per month, subject to a minimum monthly charge of \$25, until paid in full. If a WHITERISK invoice is not paid within thirty-one (31) days of its issue date, CLIENT's account is delinquent and WHITERISK may, at its sole option at any time thereafter, cease all work for CLIENT and initiate all collection and debt protection measures lawfully available to WHITERISK. CLIENT will be responsible for all costs WHITERISK incurs in pursuing and collecting the debt plus 1.50% interest per month thereon. Payments are applied to the oldest balance first regardless of the designation on a payment device.

10. Work under this contract is deemed to be personal in nature. WHITERISK cannot assign this Contract without CLIENT's consent to such assignment. Nevertheless, nothing shall prohibit WHITERISK (i) from assigning this Contract or the Fee for the Work to any other member of The Fred R. White Risk Practice; or (ii) from designating who shall perform the Work; or (iii) from contracting any portion of the Work; or (iv) from enlisting the services of other firms in accomplishing the duties and services set out hereunder. When such other firms are enlisted, they may, at WHITERISK's option, be billed as part of WHITERISK's services. WHITERISK agrees to require each such person or entity to comply with all terms of this contract as they apply to WHITERISK.

11. Intellectual Property. (a) CLIENT agrees: (i) that all written material WHITERISK or its Professional(s) creates is WHITERISK's intellectual property; (ii) that none of such Work constitutes Work for Hire; (iii) that WHITERISK retains all rights and privileges normally accorded intellectual property; and (iv) that WHITERISK does not grant CLIENT any license under this Contract directly or by implication, estoppels or otherwise for any trademarks, copyrights, patents, trade secrets or other forms of intellectual property. (b) CLIENT agrees not to change or allow anyone else to change any documents or manuals WHITERISK or its Professional(s) furnishes to CLIENT. (c) CLIENT agrees not to copy or otherwise reproduce or allow anyone else to copy or reproduce any of the documents or manuals WHITERISK or its Professional(s) furnishes to CLIENT except as may be necessary for review by CLIENT's attorney or in response to a subpoena issued by a court of competent jurisdiction unless CLIENT has WHITERISK's prior written permission.

12. Confidentiality and Use of CLIENT's Information. WHITERISK agrees to hold information received from CLIENT about CLIENT's company, employees, customers, financial situation, products, plans or business (all of which shall be referred to as "Confidential Information") in confidence and not to disclose such information to any person or entity, other than WHITERISK Professionals and/or office staff, without CLIENT's prior written consent. WHITERISK shall require similar confidentiality agreements of its Professionals and contractors. This paragraph does not apply to disclosure that is essential to accomplishing the Work, matters of public knowledge, information that is disclosed under operation of law or judicial mandate, information for which CLIENT has consented to disclosure, or any information that both Parties agree is not confidential.

13. Operations and Control; Legal Compliance; Use of Services

(a) CLIENT understands and agrees that, unless specifically agreed in writing by WHITERISK, CLIENT is not ceding or delegating any aspect of operational control to WHITERISK. CLIENT remains in complete control of all operational aspects of its business. Neither WHITERISK nor its Professionals shall be held responsible for any operational failure or breakdown.

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(b) CLIENT understands and agrees that, unless specifically agreed in writing by WHITERISK, neither WHITERISK nor its Professionals are providing services with regard to CLIENT's compliance with any federal, state, local or other law or regulation, specifically including but not limited to those related to OSHA, the environment and employment issues. This applies even though WHITERISK or its Professionals may make reference to, or cite, federal or state standards in accomplishing the work.

(c) CLIENT stipulates and agrees that all Work is for its own use and protection and not in connection with, on account of, or for the benefit of any insurance policy or insurance company (other than a "captive" insurer solely owned by CLIENT). This provision does not apply if CLIENT or the CLIENT Entity is an insurance company.

(d) CLIENT stipulates that neither WHITERISK nor any of its Professionals is a licensed securities dealer or broker.

14. In addition to CLIENT's other obligations under the Contract, CLIENT agrees to do all of the following: (a) execute all documents necessary to authorize WHITERISK to gain access to the information it needs to perform the work; (b) comply on a timely basis with all reasonable requests WHITERISK may make for meetings, interviews, information and approvals of draft forms necessary for it to perform the work; and (c) respect Professional(s)'s Time and utilize such Time efficiently.

15. Interstate Commerce. By the nature of CLIENT's and WHITERISK's operations which include but are not limited to purchasing and handling goods from outside of Texas, providing services to customers outside of Texas, utilizing the interstate mail, telephone and highway systems, operating facilities that serve people from various states, and recruiting and advertising outside of Texas, the Parties agree that they are each and together participating in transactions involving, affecting or relating to interstate commerce; and each Party's actions are involved in interstate commerce.

16. Breach; Equitable Relief; Injunction.

(a) In the event of a breach of the terms and covenants of this Contract by a Party, the offending Party shall indemnify and hold the others harmless from and against all direct loss or damage of any nature and kind suffered by anyone, including legal costs and fees, as a result of such a breach by the offending Party.

(b) It is understood that monetary damages may not be a sufficient remedy for any breach of this Contract, and it is hereby agreed that, notwithstanding the provisions of Paragraph 17 (Dispute or Claim Resolution), the aggrieved Party will be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or equity.

17. Dispute or Claim Resolution. Pursuant to Title 7, Section 154, *et seq.* of the Texas Civil Practices and Remedies Code, any claim or dispute between the Parties hereto will be resolved through negotiation, mediation or arbitration, as outlined below; the intent being that neither Party shall be permitted to pursue resolution in a court of law. All Parties waive any issue of arbitrability that may be raised and affirm that any matter remaining unresolved through negotiation and mediation shall be deemed subject to arbitration without objection. All mediation or arbitration proceedings shall be conducted within 20 miles of Dallas/Fort Worth Airport, Texas unless otherwise agreed by the Parties in writing.

Where the context requires, Parties, with respect to this provision, includes CLIENT, WHITERISK and its Professionals, the employees, owners, officers, directors, managers, principals, partners, co-venturers, agents, contractors, and contractors' staffs of both CLIENT and WHITERISK and the derivative interests of all of these.

In all provisions where time frames and limits are specified, whether in this paragraph 17 or elsewhere in this Contract, the Parties and the arbitrator shall take account of extenuating circumstances in determining whether compliance with a time frame has occurred. Extenuating circumstances include, but are not limited to, illness or death of a Party, Party's key representative, or close relative of a key representative, pre-planned or unavoidable travel, force majeure, extreme weather, and the like. The Parties agree not to abuse this "extenuating circumstances" allowance.

(a) Negotiation. A Party shall give written notice to the other Party of a dispute or claim outlining the nature of the issue and the proposed remedy. The Parties shall diligently negotiate in good faith for a period of thirty (30) days. If the dispute has not been satisfactorily resolved within thirty (30) days following receipt of such notice, the Parties shall proceed to mediation.

(b) Mediation. Any Party may invoke mediation when the required attempts at negotiation have failed. The Parties shall select a mutually-agreed upon mediator as provided below. The mediation shall be convened within ten (10) days of the selection of the mediator and continue until an agreement is reached or a maximum of three (3) days, whichever is sooner. In the event no agreement is reached during the mediation, the matter shall proceed to binding arbitration.

(c) Arbitration. In the event neither negotiation nor mediation is successful in resolving the dispute between the Parties, the dispute shall be submitted to binding arbitration by a single arbitrator to be heard according to the Commercial Rules of the American Arbitration Association. This arbitration agreement shall be governed, construed, and enforced according to the Federal Arbitration Act (Title 9 of the United States Code). In the event of any inconsistency between this agreement and such statute, this agreement shall control to the maximum extent possible. The Parties shall select a mutually-agreed upon arbitrator as provided below. The arbitrator shall hear the matter within ten (10) days following his/her selection. The arbitration shall proceed for a maximum of three (3) days, and the arbitrator shall render an award within fifteen (15) days of the hearing which shall be binding on both sides and may be enforced under the laws of the State of Texas.

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(d) Honorable Engagement. The arbitrator shall consider this Contract as an honorable engagement rather than merely as a legal obligation. The arbitrator is relieved of all judicial formalities and may abstain from following the strict rules of law, and he/she may make the award with a view of effecting the general purpose of this Contract in a reasonable manner rather than in accordance with a literal interpretation of the language.

(e) Actions Constituting Breach of Contract or Engagement. The arbitrator may consider the following actions to be breach of contract or engagement: (1) failure to negotiate in good faith; (2) failure to return the strike lists to the forum within the time frame unless the other party agrees to the delay or there is a genuine emergency that prevents such prompt action; (3) filing a lawsuit in an attempt to invalidate this dispute resolution process.

(f) Selection Process for Mediator and Arbitrator; Forum.

(1) Mediator. If the Parties cannot agree on a mediator within ten (10) days after the first Party requests mediation, the Parties shall select a mutually-agreed upon mediator by means of a strike-off list composed of the names of five (5) qualified mediators. The strike-off list shall be provided by the designated forum. Within five (5) business days, each party shall strike two, rank the remaining three by preference, and return the list to the forum. The name receiving the highest ranking from both parties shall be the mediator.

(2) Arbitrator. If the Parties cannot agree on an arbitrator within twenty (20) days after the first Party requests arbitration, the designated forum shall supply a list of ten (10) qualified persons to serve as arbitrators. From the list of ten (10), each person shall have the right to strike three names from the list. Strike lists shall be returned to the forum within twenty (20) business days. The remaining names shall be ranked in order of preference by each side and the name receiving the highest preference of both parties shall serve as arbitrator.

(3) Forum. The Parties may select any forum or location to which they both agree. If the Parties cannot agree on a forum within ten (10) days after a demand for mediation or arbitration is made, the Parties shall petition the District Court of Denton County to assign a forum and designate the location of the proceeding.

(g) Official Record. There shall be no official record of a mediation other than the post mediation agreement signed by all parties. If any party or parties shall demand an official record of an arbitration proceeding, the demanding party or parties shall pay 100% of the cost of such record, and shall pay the entire cost of providing all other parties with a copy of such record.

(h) Costs. The costs of the mediators, arbitrators, and forum, except for costs of an official record or an appeal, shall be borne equally by the parties or according to the rules of the forum until a settlement is reached or an award is made. The arbitrator may award costs to the prevailing party if it deems appropriate. Each party shall bear the costs of its own representation, witnesses, document production, and other costs unless an award specifies otherwise.

(i) Appeal.

(1) The only grounds for an appeal of an arbitration award shall be: (i) incompetence of the arbitrator; (ii) abuse of discretion by the arbitrator; (iii) the arbitrator exceeded his authority; (iv) willful misconduct by the arbitrator; or (v) collusion or fraternization between the arbitrator and a party to the action or his representative.

(2) Any appeal of an arbitration award shall be heard in arbitration, unless prohibited by a court of competent jurisdiction, under the rules prescribed above except that: (i) a different arbitrator shall be selected by those rules; (ii) the appellant shall bear the entire cost of the forum and the arbitrator unless the appellant is victorious; (iii) if the appellant is unsuccessful in the appeal, the appellant must pay the appellee's entire costs associated with the appeal.

18. Changes; Waivers. (a) This Contract constitutes the entire agreement between the Parties respecting the subject matter hereof. (b) No changes or modification of any provision of this Contract shall be effective unless said change or amendment shall be in writing and signed by an officer of both Parties. (c) No waiver by either CLIENT or WHITERISK of any of the terms, provisions, or conditions of this Contract shall be effective unless said waiver shall be in writing and signed by an officer or owner of the waiving party.

19. Notices and Contact. Notices required by a Contract shall be in writing and shall be either delivered by hand, by United States mail, by confirmed email, or by an accepted express delivery company such as FedEx or UPS to the addresses shown below in the signature section of this Contract or as may be amended in writing by the parties. The Parties have an obligation to notify each other of any address or telephone number changes.

20. Waiver of Defense; Severability. The Parties agree and acknowledge that the foregoing covenants are reasonable and waive any defense to the strict enforcement by any of the Parties. If any provision of this Contract is held to be invalid, illegal or unenforceable in any respect, whether as a result of the duration or scope of such provision or otherwise, any such provision shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted under applicable law or, if such limitation or reduction is not possible, such provision shall be severed from this Contract, and the remaining provisions of this Contract shall continue in full force and effect.

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SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

21. Supersession of Prior Agreements. This Contract supersedes and terminates any prior agreements of contracts relating to the particular subject matter between CLIENT and WHITERISK.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the day and year written below.



HSC Contract #2022-0164

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims against University.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

**Travel Expenses.** In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Insurance.** University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

**HIPAA.** The parties understand and agree that this Agreement may be subject to the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

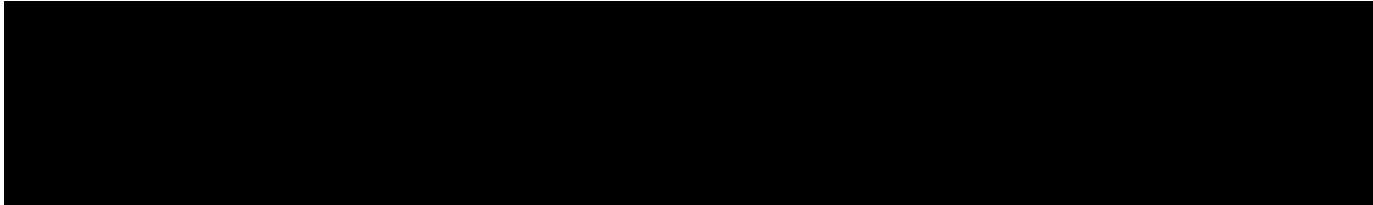
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

**Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.**

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT WORTH**



HSC Contract # 2022-0164



## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.