<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Value</th>
<th>Covance</th>
<th>Parexel</th>
<th>PPD</th>
<th>Quintiles</th>
</tr>
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<tbody>
<tr>
<td>Cost of Goods/Services</td>
<td>500</td>
<td>DQ</td>
<td>355</td>
<td>253</td>
<td>500</td>
</tr>
<tr>
<td>Reputation (reference checks)</td>
<td>50</td>
<td>DQ</td>
<td>30</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Quality of Goods/Services (questions 5.1 to 5.8)</td>
<td>100</td>
<td>DQ</td>
<td>75</td>
<td>90</td>
<td>90</td>
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<tr>
<td>Extent to Which Goods/Services Meet University Needs (Section 5)</td>
<td>250</td>
<td>DQ</td>
<td>200</td>
<td>200</td>
<td>250</td>
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<tr>
<td>Past Relationship with Respondent</td>
<td>50</td>
<td>DQ</td>
<td>40</td>
<td>40</td>
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<tr>
<td>Experience with Study Diagnoses and Treatment</td>
<td>50</td>
<td>DQ</td>
<td>25</td>
<td>36</td>
<td>50</td>
</tr>
<tr>
<td>Total</td>
<td>1000</td>
<td>DQ</td>
<td>725</td>
<td>659</td>
<td>975</td>
</tr>
</tbody>
</table>

Score example, if low price is $1,000, score is 500. If next lowest is $1,125, score is 444: (1000/1125)*500

* Covance bid past deadline
# Evaluation of Proposals for RFP No. BH-100615

External Effectiveness Assessment of Compliance Program

<table>
<thead>
<tr>
<th>Initial Evaluation of Proposals</th>
<th>Evaluator Meeting 12/7/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quoted Fee</strong></td>
<td><strong>Quoted Expenses</strong></td>
</tr>
<tr>
<td><strong>PrattH1</strong></td>
<td>$85,000</td>
</tr>
<tr>
<td>PricewaterhouseCoopers LLP</td>
<td>$175,000</td>
</tr>
<tr>
<td>Strategic Management Services</td>
<td>$95,500</td>
</tr>
<tr>
<td>Ernst &amp; Young LLP</td>
<td>$100,000</td>
</tr>
<tr>
<td>KPMG</td>
<td>$100,000</td>
</tr>
<tr>
<td>FCA Consulting</td>
<td>$150,000</td>
</tr>
<tr>
<td>Hayes Management Consulting</td>
<td>$45,000</td>
</tr>
<tr>
<td>Capel-Wilson, LLP</td>
<td>$208,000</td>
</tr>
<tr>
<td>Huron Consulting</td>
<td>$99,000</td>
</tr>
<tr>
<td>Angis</td>
<td>$295,000</td>
</tr>
<tr>
<td>Compliance Resource Group</td>
<td>$45,000</td>
</tr>
</tbody>
</table>

Note: AMT = Assessment, Measurement, and Testing; OITSW = Office of Information Technology and Services.
# Evaluation of Proposals for RFP No. BH-100615

External Effectiveness Assessment of Compliance Program

<table>
<thead>
<tr>
<th></th>
<th>Quoted Fee</th>
<th>Quoted Expenses</th>
<th>Timeline (weeks)</th>
<th>Prior Relationship w/ UTSW</th>
<th>Reputation/Experience</th>
<th>Add'l Service Cap &amp; Price</th>
<th>Costs</th>
<th>Pros</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protiviti</td>
<td>$ 85,000</td>
<td>Included</td>
<td>50</td>
<td>Y</td>
<td>AMC, HE</td>
<td>Yes</td>
<td></td>
<td>Just completed THR review, Internal Audit; Maturity model process; Weekly status reports; Methodology explained; Lowest bidder in final round.</td>
</tr>
<tr>
<td>Strategic Management Services</td>
<td>$ 99,500</td>
<td>$ 10,000</td>
<td>14 to 20</td>
<td>Y</td>
<td>AMC, HE</td>
<td>Yes</td>
<td>Not local, challenges to on-going relationship; Least amount of AMC experience.</td>
<td>Performed 2008 review and PHHS.</td>
</tr>
<tr>
<td>Ernst &amp; Young LLP</td>
<td>$ 100,000</td>
<td>$ 15,000</td>
<td>6 to 9</td>
<td>Y</td>
<td>AMC, HE</td>
<td>Yes</td>
<td>SME in research, physician services</td>
<td>Internal feedback.</td>
</tr>
</tbody>
</table>
# Hyperion Project
## IT Team Score Card

### RFP DR-100215 Hyperion Planning

<table>
<thead>
<tr>
<th>Evaluation Category</th>
<th>Score</th>
<th>Grant Thornton</th>
<th>Ranzal</th>
<th>Pericient</th>
<th>TopDown Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Profile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Corporate History</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Financial Resources Capacity</td>
<td>A/U*</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>Reputation (reference checks)</td>
<td>0-5</td>
<td>NA</td>
<td>3</td>
<td>NA</td>
<td>4</td>
</tr>
<tr>
<td>Previous Working experience with UTSW</td>
<td>0-5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Experience Working with Higher Education Sector</td>
<td>0-5</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Experience Working with Hospitals/Practice Plan</td>
<td>0-5</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Technical Expertise with relevant systems</td>
<td>0-5</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Project Management Approach</td>
<td>0-5</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Relevance of Experience to UTSW Needs</td>
<td>0-5</td>
<td>2</td>
<td>4</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Cost Estimate</td>
<td>0-5</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Consultant Resource Plan</td>
<td>0-5</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Total Score:</td>
<td></td>
<td>18</td>
<td>28</td>
<td>22</td>
<td>26</td>
</tr>
<tr>
<td>Selection:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: * A/U = acceptable/unacceptable
SERVICES AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor ("Agreement") is made and entered into effective as of January 25, 2016 (the "Effective Date"), by and between The University of Texas Southwestern Medical Center, an agency and institution of higher education established under the laws of the State of Texas ("University"), and Edgewater Technology – Ranzal, LLC. ("Contractor").

University and Contractor hereby agree as follows:

1. Scope of Work.

1.1 The scope of the work ("Work") to be performed under this Agreement, only at the University’s request, is set forth in Exhibit A ("SOW") attached and incorporated for all purposes. All Work will be provided in support of the implementation of the Hyperion Solution and in a manner consistent with the proposal submitted by Contractor in response to University’s RFP DR-100215.

1.2 CONTRACTOR UNDERSTANDS AND AGREES THAT THE UNIVERSITY HAS MADE NO REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTY THAT THE UNIVERSITY WILL REQUEST CONTRACTOR TO PERFORM ANY SERVICE AND THAT THE UNIVERSITY HAS AND DOES SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTY.

1.3 The University and Contractor agree and acknowledge that the University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor accepts the relationship of trust and confidence established between it and the University by this Agreement. Contractor represents, warrants, and agrees to use its best efforts, skills and judgment to perform the Work and to further the interests of the University in accordance with the University's requirements and procedures, in accordance with the standards of Contractor's profession or business and in compliance with all applicable national, state and municipal laws, regulations, codes, ordinances and orders, and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

1.4 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor shall not replace or substitute other staff for those Contractor has identified to the University without the University's prior written consent.

2. Time for Commencement and Completion.

The term ("Initial Term") of this Agreement will begin on the Effective Date and expire after one (1) year. University will have the option to renew this Agreement for one (1) additional
one (1) year term (each a "Renewal Term"). The Initial Term and each Renewal Term are collectively referred to as the "Term").

3. **Contractor's Obligations.**

3.1 Contractor will perform the Work in compliance with (a) all Applicable Laws, and (b) the Rules and Regulations of the Board of Regents of The University of Texas System at [http://www.utsystem.edu/bor/rules/](http://www.utsystem.edu/bor/rules/), the policies of The University of Texas System at [http://www.utsystem.edu/bor/procedures/policy/](http://www.utsystem.edu/bor/procedures/policy/), and the institutional rules, regulations and policies of University at [http://www.utsouthwestern.edu/search.html?q=vendor+policies](http://www.utsouthwestern.edu/search.html?q=vendor+rules) (collectively, "University Rules"). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

3.2 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

3.3 Contractor warrants and agrees that the Work will be accurate and free from any material defects for a period of ninety (90) days from go live provided no modifications to the code, underlying infrastructure or data structure are made.

3.4 Contractor will, at its own cost, correct all material defects in the Work identified during the warranty period in Section 3.3 as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Work within a reasonable time, then University may terminate this agreement and seek all recourses under the law. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University may have at law or in equity.

3.5 Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work.

3.6 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a
partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

3.7 Contractor represents and warrants that: (i) the Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.


4.1 University will pay Contractor for the performance of the Work as more particularly set forth in any SOW which is executed by the authorized representatives of the parties. This Agreement is not valid for amounts over $2,500,000 without the approval of the University of Texas System Board of Regents.

4.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.

4.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

5. Payment Terms.

5.1 At least ten (10) days before the end of each calendar month during the Term of this Agreement, Contractor will submit to University an invoice covering the services performed for University to that date. Each invoice will reference the University encumbrance number (CMO number) assigned to the applicable Statement of Work, and will be accompanied by documentation that University may reasonably request to support the invoice amount. All invoices shall be emailed to cmo.invoices@utsouthwestern.edu. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a "Progress Payment") to Contractor the amount approved so long as Contractor is not in
default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.

5.2 Within ten (10) days after final completion of the Work and acceptance of the Work by University, Contractor will submit a final invoice ("Final Invoice") setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay ("Final Payment") to Contractor the amount due under the Final Invoice.

5.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.

5.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in any approved Statement of Work. If the Statement of Work is time and materials, Contractor will not be required to continue to work once the Contract Amount is reached unless a change order is agreed to be the parties.

5.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.

5.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.

5.7 University will have the right to verify the details set forth in Contractor’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.

5.8 Notwithstanding any terms and conditions regarding payment that are set forth in the Agreement or in any SOW entered into under the Agreement, the University shall make all payments under the SOWs entered into under the Agreement, including any interest on overdue payments, in accordance with Chapter 2251 of the Texas Government Code. In the event of any conflict concerning prices, fees, costs, or amounts between or within the Agreement, an SOW entered into under the Agreement, or an invoice or quote associated with an SOW, the University will only be obligated to pay the lesser price, fee, cost, or amount notwithstanding any such conflict. University will only be obligated to pay Contractor any amounts provided for in the SOWs that are entered into between Contractor and the University.

5.9 **Section 51.012, Texas Education Code,** authorizes University to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from University through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor’s banking information. Any changes to Contractor’s banking information must be communicated to University in
writing at least thirty (30) days in advance of the effective date of the change in accordance with Section 11.14.


6.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "Work Material"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

6.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

6.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.

6.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7. Default and Termination.

7.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("default"), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

7.2 University may, without cause, terminate this Agreement at any time upon giving thirty (30) days' advance written notice to Contractor. University may, without cause, terminate any Statement of Work awarded under this Agreement upon giving fifteen (15) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
7.3 Termination under Sections 7.1 or 7.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

7.4 Intentionally left blank.

7.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

8. **Indemnification**

8.1 To the fullest extent permitted by Applicable Laws, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, Regents, Officers, Directors, Attorneys, Employees, Representatives and Agents (collectively “Indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “Claims”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

8.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any Patent, Copyright, Trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

9. **Relationship of the Parties.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to
the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

10. **Insurance.**

10.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A:-VII or better, and in amounts not less than the following minimum limits of coverage:

10.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability - Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers Liability - Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers Liability - Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

10.1.2 Commercial General Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

10.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

10.2 Contractor will deliver to University:

10.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued
existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

10.2.1.1 All insurance policies (with the exception of workers’ compensation, employer’s liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor’s acts or omissions with respect to its ongoing and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability will be endorsed to provide primary and non-contributory coverage.

10.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and University. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and University. No policy will be canceled until after thirty (30) days’ unconditional written notice to University.

10.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

10.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Director, Contracts Management
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062
Facsimile Number: 214-648-0845
Email Address: contracts@utsouthwestern.edu

10.3 Contractor’s or subcontractor’s General Liability insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor’s or subcontractor’s insurance will be kept in force until all Work has been fully performed and accepted by University in writing.
11. Miscellaneous.

11.1 Assignment and Subcontracting. Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, Texas Government Code, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University. Notwithstanding the foregoing, Contractor may assign this Agreement to a party into which it is merged into or acquired by without the consent of University; provided, however, that Contractor shall provide written notice of any such merger or acquisition.

11.2 Texas Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11.3 Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

11.4 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.

11.5 Loss of Funding. Performance by University under the SOWs that the University enters into with Contractor under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board").

If the Legislature fails to appropriate or allot the necessary funds for an SOW, or if the Board fails to allocate the necessary funds for an SOW (a "Non-Funded SOW") then the University shall issue written notice to Contractor and the University may terminate its further participation under the Non-Funded SOW without further duty or obligation under that SOW. Provided, however, that such termination of a Non-Funded SOW shall not terminate or otherwise affect any other SOWs entered into under the Agreement.

Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.

The terms and conditions of the Agreement are incorporated for all purposes into each SOW entered into between University and Contractor under the Agreement. Each SOW entered into between Contractor and University under the Agreement constitutes a separate contract between Contractor and University, and such an SOW supersedes all prior agreements, written or oral, between Contractor and University concerning the subject matter of that SOW, and constitutes the entire agreement and understanding between Contractor and University with respect to the subject matter of that SOW. Each SOW entered into by Contractor and University and each of that SOW’s provisions shall be binding upon Contractor and University and may not be waived, modified, amended or altered except by a writing signed by Contractor and University.

11.7 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

11.8 Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

1219 Governing Law. Dallas, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

11.10 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

11.11 Confidentiality and Safeguarding of University Records; Press Releases; Public Information. Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a)
permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

11.11.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

11.11.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

11.11.3 Disclosure. If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section 11.11.

11.11.4 Press Releases. Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UT Southwestern or the name of any UT Southwestern employee, or referring to the Agreement or the engagement of Contractor as an independent contractor of UT Southwestern, or the purchase of goods or services by UT Southwestern, without the prior written approval of UT Southwestern. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to UT Southwestern’s Vice President – Communications, Marketing and Public Affairs.

11.11.5 Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information
Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

11.11.6 Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

11.11.7 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.12 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

11.13 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.

11.14 Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas TX 75390-9013
Attention: EVP for Business Affairs

with copy to: The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas TX 75390-9062
Attention: Director, Contracts Management
contracts@utsouthwestern.edu
If to Contractor: Edgewater Ranzal  
200 Harvard Mill Square, Suite 210 
Wakefield, MA 01880 
Attn: John Inselman 
Email: jinselman@edgewater.com

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, Texas Government Code, then Contractor will send that notice to University as follows:

The University of Texas Southwestern Medical Center  
5323 Harry Hines Blvd.  
Dallas TX 75390-9062  
Fax: 214-648-0845  
Email: contracts@utsouthwestern.edu  
Attention: Director, Contracts Management

with copy to: UT Southwestern Medical Center  
5323 Harry Hines Blvd.  
Dallas, TX 75390-9062  
Fax: 214-648-3944  
Email: amir.dontes@utsouthwestern.edu  
Attention: Executive Vice-President for Business Affairs

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

11.15 Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

11.16 State Auditor’s Office. Contractor 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 Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

11.17 Limitation of Liability. EXCEPT FOR UNIVERSITY’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY
DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. EXCEPT FOR CONTRACTORS LIABILITY FOR CONFIDENTIAL INFORMATION AND FOR INDEMNIFICATION FOR THIRD PARTY CLAIMS, CONTRACTORS TOTAL LIABILITY WILL NOT EXCEED THE VALUE OF THE STATEMENT OF WORK UNDER WHICH THE LIABILITY OCCURRED. CONTRACTOR WILL NOT BE LIABLE FOR LOSS OF PROFIT OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE.

11.18 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including Sections 5.7, 8, 11.5, 11.9, 11.10, 11.11, 11.13, 11.16, 11.17, 11.19 and 11.22.


11.19.1 To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

11.19.1.1 Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine
Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

11.19.1.2 If the parties are unable to resolve their disputes under Section 11.19.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

11.19.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

11.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

11.19.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

11.20 Undocumented Workers. The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with Section 7. Contractor
represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

11.21 **Responsibility for Individuals Performing Work; Criminal Background Checks.** If Contractor is providing Contractor personnel or subcontractor personnel engaged by Contractor to perform the Work under this Agreement on the University campus, Contractor must obtain a background investigation on each such individual. Such background investigation must meet the following minimum requirements:

- County Criminal Research in any county in which the individual has lived in or near during the last ten (10) years
- Compliance Package screen (OIG, GSA, OFAC/Terrorist, TX Medicaid, TX OIG, FDA List of Debarred persons, plus 111 more)
- Education History Database Check
- Employment History Database Check for the prior seven (7) year period
- Texas DPS Criminal Database Research for the prior seven (7) year period
- Texas Sex Offender Registry Research
- Previous Address Locator – PALs (SSN Trace done via credit headers)
- SSN Verification (via credit headers)
- SSN Validation (via Social Security master death index & non-issued numbers list)
- Auto-Crim (utilizing addresses revealed by PALs from the last 7 years to select counties for criminal research)

Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work on University's premises and (2) have a background screening performed on all the individuals on the List in compliance with the above listed requirements. The University reserves the right to remove an individual from the List on the basis of an unsatisfactory background check. In that event, the Contractor may not assign the individual to perform Work under this Agreement. Contractor will update the List each time there is a change in the individuals assigned to perform the Work on University's premises. Contractor will not knowingly assign any individual to provide services on University's premises who has a criminal history or who has been excluded, debarred or sanctioned by the U.S. government, without first notifying the University's Human Resources Department as required by this Section.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

11.22 **Limitations.** The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions that may be a part of this
AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMER AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

11.23 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Vendor Policy, which is available at http://www.utsouthwestern.edu/edumedia/edufiles/about_us/admin_offices/Purchasing/purchasing-vendor-gifts.pdf, and applicable state ethics laws and rules available at www.utsystem.edu/oqc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's policies, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

11.24 Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance. Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex; (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain the certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each
subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

11.25 Debarment. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.sam.gov) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

11.26 Office of Inspector General Certification. Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: http://exclusions.oig.hhs.gov/

11.27 Access to Documents. To the extent applicable to this Agreement, in accordance with Section 1861(v)(i)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations,
including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: [Signature]
Name: Amfini Dombs
Title: Executive Vice President for Business Affairs

EDGewater TECHNOLOGY – RANZAL, LLC.

By: [Signature]
Name: Robin Ranzal
Title: President

Attach: EXHIBIT A – Scope of Work
EXHIBIT A

SCOPE OF WORK
Statement of Work

between

Edgewater Ranzal
and
The University of Texas Southwestern Medical Center

HYPERION IMPLEMENTATION

January 5, 2016
GENERAL TERMS

A. Effective Date

This Statement of Work is effective as of January 25, 2016 ("Effective Date") and is subject to the terms and conditions of the Professional Services Agreement between the parties dated January 25, 2016 (the "Services Agreement").

B. Parties

CUSTOMER
THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

Ranzal
Edgewater Ranzal ("Ranzal")
200 Harvard Mill Square Suite 210
Waltham MA 02453
Phone: (781) 246-3343
Fax: (781) 246-5803

C. Scope of Work

Ranzal will provide services on a time and material basis, at the rates set forth below, for the items set forth in Exhibit A attached hereto (the "Project"). Ranzal estimates the time and related costs of the Project to be those set forth in Exhibit B attached hereto (the "Estimate"). The Estimate is a good faith estimate and does not provide the basis of a fixed-price agreement.

D. Fee/Expenses

For the Project, Customer shall pay Ranzal, on a time and material basis, at the following rate(s):

$231 US Dollars per hour (average rate)

Additionally, Customer shall pay for any travel or related expenses incurred by Ranzal relative to this Statement of Work. Ranzal will not exceed the 15% of estimate without approval from Customer.

E. Payment Terms

Ranzal will submit invoices monthly for the amount of time, materials and travel expenses performed or incurred in the prior month. Payment will be based upon Net 30-day payment terms from the date of the Ranzal invoice.

F. Execution

The parties hereto acknowledge and agree that this Statement of Work shall not be effective or binding unless and until it has been accepted and signed by both parties. Customer's signature below constitutes authorization to proceed with Project. A signature transmitted by facsimile or other electronic means shall be binding to the same degree as an original ink signature.

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EDGEWATER RANZAL (Ranzal)

By: [Signature]

Name: Robin Ranzal
Title: President
Date: 1/18/2016

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER (Customer)

By: [Signature]

Name: Anni Donkes
Title: Executive Vice President for Business Affairs
Date: 1/20/2016

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Statement of Work
Page 2 of 15
1. **Project Overview**

   This implementation will provide a new budgeting application for the University Hospital and enhancements/re-design of the budgeting tool for the Academic departments. The Hyperion Planning Solution will support the budgeting, forecasting, reporting, and analytical needs of CUSTOMER. The system will be enhanced specifically to meet the business needs for each area (Academic Affairs, Health System Affairs (Practice Plan and Hospital), and Business Affairs) at CUSTOMER and will consolidate the data from all these areas for forecasting and strategic analysis.

   This statement of work represents two Phases. The first phase will be for the analysis and design portions of the project. The second phase will cover all remaining portions (build, test, training, and rollout). The execution of Phase Two will be contingent on the acceptance and approval of Phase 1 deliverables by the Customer.

2. **Meeting Schedules and Status Reports**

   Following project start, regular project meetings will be scheduled by the Ranzal Project Manager; weekly or bi-weekly status reports will be generated by the Ranzal Project Manager to update the project schedule, budget, milestones and team deliverables achieved and pending.

   All weekly Status Reports and financial updates shall be provided by Ranzal to CUSTOMER, in writing.

3. **Customer Responsibilities**

   This proposal assumes that the following minimum Customer resources will be available to the project:

   1. An overall project manager for scheduling, prioritization, cost and schedule tradeoffs, and design decisions.
   2. Steering Committee/Workgroups to help define specific functionality and provide feedback on early versions of the software. These resources will be required in the early phases of the project for detailed feature definition, and later for testing and providing feedback.
   3. Provide an adequate workspace for Ranzal's consultants including necessary office equipment (computers with internet access, telephones, access to printers, etc.) and a conference room for meetings.

4. **Project Scope, Tasks and Resource Requirements**

   The goal of this project is to implement the Hyperion Planning Solution to support the academic and clinical missions of the University. Ranzal will provide consulting services to assist with the design and implementation efforts required for the Hyperion project.

   The proposed scope of work includes the following key areas:

   - Ranzal will build a new Hyperion Planning application for UT Southwestern Hospital leveraging the key features and functions available using the Hyperion Planning Healthcare Starter Kit ("HSK") if practical.
   - Ranzal and UT Southwestern will identify the desired product features of the Healthcare Starter Kit that align with UT Southwestern's business needs. Ranzal will configure Hyperion Planning to support end users within the two (2) hospitals and two (2) practices.
   - Ranzal will perform an analysis and review of the current application implemented at UT Southwestern for the Academic Departments. In addition, Ranzal will analyze and review the proposed enhancements to the existing application. Ranzal will implement the agreed upon enhancements and re-design elements after the review and design sessions. It is possible that the desired changes can be implemented utilizing the existing framework and foundation already built. If so, Ranzal will leverage any applicable hierarchies, artifacts and/or processes.
   - Ranzal will provide consulting services for the aggregation and reporting of the Hospital and Academic data.
   - Ranzal will utilize FDMEE to improve data integration processes with the new Hyperion Planning application.
   - Ranzal will leverage the existing infrastructure to develop the new application. Ranzal will install and configure FDMEE.
   - Ranzal will provide consulting services throughout all phases of the implementation and collaborate with UT Southwestern resources as much as possible to ensure knowledge transfer throughout.
   - Ranzal will provide opportunities for "conference room pilots" where UT Southwestern users can review and approve the application development throughout the Build phase.
   - Ranzal will provide training and transfer of information to Customer at the end of the project.
   - The proposed high-level timelines are:
     - Implementation Start Date – On/around January 2016
     - System Available for Loading Actuats – On/around September 2016
     - Roll-out of Application for End Users – On/around January 2017
   - CUSTOMER would expect a 30 day post production support period where Ranzal will fix, without charge, bugs introduced to the system or answer questions related to the developed system.
5. Assumptions

General Assumptions

General Project Administrative

- Ranzal assumes a 40 hour billable work week.
- This is a Time & Materials estimate.
- Estimate is in USD and excludes any applicable VAT or Sales Tax.
- Travel has been estimated as a separate line item at 15% of service fees. This assumes some remote work for development resources.
- Ranzal and CUSTOMER will agree upon onsite/offsite scheduling of resources. This will be reviewed with the appropriate CUSTOMER team members with the assumptions that it will reduce the overall travel expense and travel time, and not impact productivity.
- Assumes the following high-level timelines:
  - Start Date for Implementation – On/around January 2016
  - System available for loading Actuals – September 2016
  - Go Live for End User Inputs – January 1, 2017
- Assumes Oracle Hyperion already installed and configured with the following products:
  - Hyperion Planning (incl. Workforce and Capex modules)
  - Essbase Plus
  - Financial Reports and SmartView
- Assumes current version is v11.1.2.4.

Risks – PeopleSoft Upgrade from 9.1 to 9.2. Ranzal does not have information on the timing of the PeopleSoft upgrade. All data extracts and FDMEE integrations will be using PeopleSoft v9.1 unless otherwise agreed upon prior to the start of the project.

Resources

- Ranzal reserves the right to assign resources based on skills necessary for the job, with prior approval of Customer.
- CUSTOMER reserves the right to request replacement of resource assigned within 15 days of start of resource on the project.
- The CUSTOMER will provide adequate functional and technical team members with decision-making authority to support the implementation efforts.
- Core CUSTOMER SME’s will focus on the project as needed and will provide insight into the CUSTOMER specific details of the requirements.
- CUSTOMER advisors will be responsible for reviewing the decisions made by the core team.
- Ranzal and CUSTOMER will mutually agree to project deliverables as part of the Project Plan development.
- The estimate assumes there will be joint development efforts between CUSTOMER and Ranzal where applicable. This is a key strategy to foster knowledge transfer and ensure successful transition of ownership. Examples of this joint development include, but are not limited to: data validation, updates to metadata during the project delivery phase, report development, form development, SmartView ad-hoc development, and security. These are tasks that will be critical to the day to day ownership of the systems. Ranzal and CUSTOMER will work collectively to assign areas of responsibility during the Design phase of the project.
- All project deadlines and project scope will be approved by both UTSW and Ranzal. Any changes to the deadlines, milestones or scope will require a change order approved by both parties. If either party fails to meet its delivery dates or deliverables a schedule or cost or payment impacts will be determined.

Project Management

- Project Management occurs throughout the project between Ranzal and CUSTOMER including weekly Status Reports containing time reporting, status calls, and financial updates. All weekly Status Reports and financial updates shall be provided by Ranzal to CUSTOMER, in writing.
- Hyperion Products for implementation include version 11.1.2.4:
  - Oracle Hyperion Planning (HP)
  - Oracle Hyperion Essbase Plus (ESS)
  - Oracle Financial Data Quality Management Enterprise Edition (FDMEE)
  - Oracle EPM reporting tools Financial Reports and SmartView
- Out of the box Hyperion functionality is to be used unless otherwise noted.
- The applications will be configured with a single language (US English.)
- The EPM solution will support a total of 400+ users with capacity for future growth.
Infrastructure Assumptions

About CUSTOMER’s Current Environment
- Assumes Oracle EPM/Hyperion software has already been installed and configured in four (4) environments: DEV, TEST, PROD and Disaster Recovery.
- CUSTOMER is currently running Oracle EPM v11.1.2.4.
- In order to add FDMEE to an existing installation, all existing patch set updates (PSU's) will need to be rolled back, FDMEE added, and then all PSUs reapplied, including FDMEE.
- Assumes CUSTOMER is not utilizing secure socket layer (SSL).
- Assumes existing environment(s) has the following high-level specifications:
  - Type of operating system – Linux Redhat
  - Physical on-premise servers
  - Relational Database – Oracle
- Assumes reporting tools currently deployed are SmartView, Financial Reports and Web Analysis.
- CUSTOMER will leverage their existing on-premise physical environments (DEV, TEST, PROD and DR). These environments have already been installed and configured with the Oracle EPM products outlined in this RFP with the exception of FDMEE.
- Ranzal assumes no responsibility for software or hardware issues or project delays associated with such issues. Consultants will aid CUSTOMER in logging technical support with the vendor - Oracle.
- Please note: The use of virtualization technologies with the Oracle EPM suite, may result in unexpected performance and application functionality issues. Such issues may require extra support time from both the infrastructure and functional teams that are outside of the scope of this estimate.
- All temporary passwords and consulting user IDs will be changed or removed at the end of the project by CUSTOMER.

Ranzal’s Services Related to Infrastructure
- Ranzal will ensure that the existing environments have the appropriate specifications and configurations. Ranzal will advise CUSTOMER if any additional components or configuration is required in anticipation of additional applications, enhancements, higher usability (users and load), and potential future growth.
- Ranzal will review the existing Hyperion Planning and Oracle EPM architecture in preparation for the installation of FDMEE. Ranzal will advise CUSTOMER if any additional components or configuration is required in anticipation of FDMEE installation and configuration.
- Ranzal will update CUSTOMER’s system architecture diagrams provided to Ranzal to include proposed architecture and FDMEE.
- Ranzal will provide documentation on the installation and configuration of FDMEE.
- Ranzal has included an allowance to provide knowledge transfer related to the installation of FDMEE.
- Ranzal has provided an allowance of 24 hours for Production Support.

Hyperion Planning Assumptions

Phase 1 – Analyze and Design
- Ranzal and CUSTOMER will conduct an Analyze phase to review the current and future state business requirements with Hospital and Academic workgroups. Ranzal and CUSTOMER will include discussions on the use of FDMEE for data integration.
- Ranzal and CUSTOMER will review with Academic workgroup the desired enhancements and re-design elements they want to make to the existing Hyperion Planning application.
- Ranzal and CUSTOMER will conduct Design Sessions with CUSTOMER business and functional subject matter experts. These design sessions will be conducted with the Hospital and Academic workgroups.
- During the Analyze and Design phases, CUSTOMER will provide descriptions of the logic necessary to design and develop business rules and calculations for both the Hospital and Academic business processes.
- As an output of the Analyze and Design phases, Ranzal will create:
  - Detailed Design Documentation providing the development framework for application dimensionality, data interfaces, calculations, security, and user interfaces.
  - A Project Plan outlining the expected timelines, dependencies, and resources required to successfully complete the implementation.
  - If required, an updated estimate for consulting services will be provided to address any changes in the estimated services costs after the Analyze and Design phases.

Phase 2 – Build, Test and Rollout

Build
- Based on the output of the analyze and design phases, modifications and new functionality will be added for the Academic areas.
- Ranzal will build a solution for the aggregation and reporting of the Hospital and Academic data.
- Ranzal will build a new Hyperion Planning application to support the Health System Affairs (Practice Plan and Hospital). Ranzal will have discussions with CUSTOMER during the Analyze and Design phases to determine if the Oracle Healthcare Starter Kit (HSK) or Ranzal's Foundation Starter Kit is a better fit for CUSTOMER. Most clients prefer the Ranzal Foundation Starter Kit over HSK.
- Ranzal will configure and develop additional business requirements agreed upon during the Analyze and Design phases.
- Ranzal will share best practices and commonly used approaches at other healthcare organizations. Ranzal will also identify the changes that need to be made to Oracle's Healthcare Starter Kit or why the Ranzal Foundation Kit would be better for the Planning solution.
- The new application will support:
  - Revenue Planning
  - Expense Planning
  - Workforce Planning
  - Capital Planning
- Driver-based planning methodologies will be created to allow for the seeding, spreading, and initial calculations of all P&L accounts. Driver methodologies will be confirmed during the (Analyze) requirements phase, but could include:
  - Unit of Service (UOS) Volumes
  - Rolling Averages
  - Rate per UOS
  - % of another value
  - % Growth
  - Seasonality
- Application will support an Annual Plan and Forecast for CUSTOMER Departments and Practices.
- Assumes logic and modeling for Plan and Forecast are the same.
- Assumes application will support budgeting and forecasting for approximately two (2) hospitals. Assumes common methodologies and calculation logic across all hospitals.
- Assumes application will support budgeting and forecasting for support two (2) physician practices.
- Balance Sheet and Cash Flow planning in the new budgeting application is not in scope.
- Assumes CUSTOMER's fiscal year is September thru August. This applies to all areas of CUSTOMER – Academic, Health System and Business Affairs.
- Assumes a single instance and global standard chart of accounts across the organization. There is one instance of PeopleSoft for both the University and Medical Missions.
- All actual data to support the planning requirements is available and will either be sourced through FDME or via native Hyperion EPM data transfer functionality (e.g. Essbase Load Rules/Calculations/SmartView Uploads).
- Assumes the following sources of data:
  - PeopleSoft v 9.1 Financial Data / GL
  - PeopleSoft v8.1. Human Capital Management (HCM)
  - EPIC
  - Optime
- The estimate assumes CUSTOMER will be responsible for providing the data extracts out of their systems to feed into the new architecture. Design, development, and testing of any necessary changes to legacy or third-party systems and any legacy touch-point portion of interfaces will be performed by CUSTOMER.
- The estimate assumes CUSTOMER will be responsible for all data validation. Ranzal has provided an allowance to assist with the validation, but CUSTOMER will be the primary owner.
- CUSTOMER will provide data and metadata extracts in a specified format ready to load to Hyperion.
- Assumes allocations for Overheads and State Appropriations are required as part of the new budgeting and forecasting system. Ranzal has included an allowance to define, build and test a few simple allocations using defined drivers. Assumes no complex "waterfall" typ allocations. CUSTOMER has been advised the complete list of allocations are to be defined during design. This may require updates to our estimate if CUSTOMER is not able to model and build out the additional allocations. Up to three (3) allocation rules will be created.
- Ranzal will support several "conference room pilots" during the Build phase to allow users to test the functionality built into the application.
- Assumes that one outbound file will need to be generated out of Hyperion Planning and uploaded back to PeopleSoft.
- Application to support Workforce Planning by employee and/or position. There are approximately 8,000 employees. CUSTOMER and Ranzal will review and discuss the various approaches and agree upon a methodology.
- Ranzal has included an allowance to develop additional reports using Financial Reports and/or SmartView.
- Ranzal will implement access control and roles to enable access to the application based upon roles and security defined by CUSTOMER.
• Ranzal will implement our standard automation routines to refresh and update applications. Assumes application will be updated monthly after month-end close.

• CUSTOMER has requested Hyperion Planning to support a Workflow process. Ranzal will build a simple Hyperion Planning workflow and approvals process to review and approve the Annual Plan.

Test
• Ranzal will provide test scripts for all new development.
• Ranzal will be responsible for the primary coordination and execution of the UAT process.
• Ranzal will remediate defects or issues logged by testers during the end user acceptance testing.
• Ranzal resources will perform one migration between the DEV and TEST environments with CUSTOMER resources participating for training purposes.
• Unless otherwise requested, Ranzal assumes that CUSTOMER will perform all additional migrations required throughout the project including the migration of code fixes during the course of testing.
• System integration, end user, performance, and parallel testing will be a joint effort between Ranzal and CUSTOMER.
• Documentation, validation, and testing efforts included in this estimate constitute standard Ranzal practices and formats. Additional documentation, validation, testing, and training effort to support industry specific or regulatory requirements is out of scope for this project. SOX and IFRS documentation is excluded.

Rollout
• Assumes Ranzal will provide additional informal knowledge transfer throughout the Build phase as CUSTOMER and Ranzal collaborate on development efforts.
• The estimate includes the preparation of Ranzal standard System Administration Documentation.
• Upon request, Ranzal can develop and execute a custom training strategy and program for administrators, enduser users and/or trainers.
• Estimate includes an allowance for Ranzal to deliver a one-day “train the trainer” session using CUSTOMER’s application and environment.
• Estimate includes an allowance to develop custom ‘train the trainer’ materials in Microsoft PowerPoint format. Assumes CUSTOMER will prepare any additional training materials or content.
• Ranzal will prepare our standard System Administration Documentation on CUSTOMER’s application developed under the scope of this project.

FDME Assumptions

Phase 1 – Analyze and Design
• Ranzal and CUSTOMER will conduct an Analyze phase to review the current and future state business requirements. Ranzal and CUSTOMER will include discussions on the inclusion of FDME for data integration with Hyperion Planning.
• During the Design phase, Ranzal and CUSTOMER will define and outline the data integration processes.
• Ranzal will prepare a Design Document including FDME content.
• CUSTOMER has advised that 200 licenses of FDME have been purchased.
• Assumes the following sources of data:
  o PeopleSoft v 9.1 Financial Data / GL [Note: will be upgrading to v9.2]
  o PeopleSoft v9.1, Human Capital Management (HCM)
  o EPIC
  o Optime

Note: Since Ranzal does not have any information regarding the timing of the PeopleSoft upgrade, Ranzal assumes that the existing version will be the primary source for data.

• Ranzal will develop FDME data mappings and processes to load the PeopleSoft GL data.

Phase 2 – Build, Test and Rollout
• CUSTOMER resources will load data from the additional data sources using the conventional flat file method using Essbase Load Rules. If CUSTOMER wants to load data using FDME, CUSTOMER resources will develop the additional FDME data mappings.
• Assumes that the actual number of EPM target applications that will need data loaded utilizing FDME will be finalized after the Analyze and Design phases. However, for purposes of this estimate, Ranzal has assumed a one target Planning application. Assume that each application has a minimum of 4 plan types (Plan Type 1, Plan Type 2, Workforce and Capex).
• Ranzal assumes that CUSTOMER’s experienced Oracle EPM resources will work side by side with Ranzal to develop the initial integrations to the new Hyperion Planning application built with Ranzal.
• Unless otherwise requested, CUSTOMER will develop and define additional data mappings and integrations to all other data sources and target applications.
• Assumes that the final number of periods of data loaded using FDME will be agreed upon after the Analyze and Design phases. However, for purposes of this estimate, Ranzal has assumed a minimum of 12 periods of historical data will be loaded using FDME.
• Assumes that automation of the FDME data integration is required.
• Assumes that Ranzal will execute some performance testing of the data integration processes.
• The estimate includes automating the data integration process leveraging a pre-built Ranzal framework including:
  o Highly formatted and actionable email status reporting of the data integration workflow
  o Success/Failure status
  o Detailed error information/logs in the event of a failure
  o Post load validation report where appropriate for use in ensuring data quality
• Assumes a single instance of PeopleSoft and a common global chart of accounts for both the Academic and Medical Missions.
• Ranzal has included an allowance to perform initial data validation. Ranzal assumes that CUSTOMER will assume primary responsibility for final data validation and sign off.
• Ranzal will configure FDMEE to allow for drill back to PeopleSoft GL v9.1.
• Drill through to the remaining ledger sources such as PeopleSoft HCM v9.1 will be dependent upon those systems having a mechanism that can support this drill request. Ranzal will collaborate with CUSTOMER resources to enable this functionality, where appropriate and where agreed upon.
• Drill back to the v9.2 systems is not in scope due to the lack of information currently available on the timing of the PeopleSoft upgrade.

6. Staffing of the Project

CUSTOMER requires pre-approval of all consultants assigned to the project. If any consultant is deemed non-performing, CUSTOMER has the right to request an approved replacement within 15 days.

Ranzal

The following roles reflect the type of resource distribution that UT Southwestern might expect from Ranzal for this type of a project:
• Healthcare Practice Director
• Healthcare Lead
• Application Architect
• Product Specialists including Lead Consultants
• Data Integration Consultant
• Infrastructure Practice Director
• Infrastructure Consultant

The Edgewater Ranzal project team key resources will be the following:
• Mark Hitt, Healthcare Practice Director
• Cheriee Worrie, Healthcare Lead
• Mahesh Ayapati, Solution Architect

Ranzal will provide resumes for the key resources for approval by Customer prior to execution of agreement.

UT Southwestern

A Steering Committee has been established to provide leadership and governance over the project. Also, workgroups have been created to make recommendations to the overarching Steering Committee regarding best use and practices for the Hyperion tool. The technical team will consist of resources from the data source/interface systems (Hyperion, PeopleSoft, and Enterprise Data Warehouse).

The project team will be comprised of the following:

Steering Committee
• VP, Finance
• CFO, University Hospital
• VP COO, Academic Affairs
• VP, Finance Practice Plan
• Associate VP, Academic & Administrative Information Systems
• Assistant VP, Budget Office
• Associate VP, Health System Operations

Hospital Workgroup
• Chair, Controller, Univ. Hospital
• Co-Chair, Assistant Director, Budget Office
• CIO, Univ. Hospital
• Dr, Univ. Hospital Ops
• Dr, Transplant Services
• Assoc Dir, Cancer Center
• Fin Mgr, Imaging Svcs
• Mgr, Women’s Services

Staff Support for Hospital Workgroup
• Asst Dir, Budget Office
• Fiscal Rpts/Acttg Ops
• Sr Bus Analyst, BAS (Hyperion)
• Hyperion Project Mgr

Academic Workgroup
• Dir, Academic Affairs Finance
• Asst Dir, Budget Office
• Dir Finance, IM
• Dept Admtr, Surgery
• Dept Admtr, Radiology
• Dir, Simmons CC
• Dept Admtr, Bioinformatics
• Dir, School of Health Professions
• AVP, Financial Affairs
• Asst Dir, Financial Planning
• Director, IR
• Mgr Admin
• Mgr Financ Aff

Staff Support for Academic Workgroup
• Controller, LH
• FAM, MSP Finance
• Asst Dir, Budget Office
• Dir, Fiscal Rpts/Acttg Ops
• Sr Bus Analyst, BAS (Hyperion)
• Hyperion Project Mgr

Hyperion Technical Team:
• Sr Manager
• ERP Specialist
• ERP Specialist

PeopleSoft Team:
• PS Financials – Sr Manager
• PS Supply Chain – Sr Manager
• PS Grants – Manager
• PS HCM – Director
• PS Security – Manager

Enterprise Data Warehouse (EDW) Team:
• To be determined

Systems Operations Group (SOG) Team:
• To be determined

7. Completion Acknowledgement

Customer is responsible for obtaining approval from the Project Sponsor agreeing the product/service has sufficiently met the stated business goals and objectives that were identified in scope/requirements document. Also, all success metrics must be validated by the Steering Committee to confirm acceptance of the solution.

8. Out of Scope Items

This project will not be dependent on the PeopleSoft 8.2 upgrade or redesign of the PeopleSoft Chart Field/Chart of Accounts structure. Any additional phases requested by Customer will be addressed in a future statement of work. Should Customer request Ramnal Professional Services perform any services that are beyond the scope of this Statement of Work, Customer and Ramnal shall execute a revision to this Statement of Work documenting such additional services and related fees.
# EXHIBIT B

**ESTIMATED PROJECT TIMELINE COST**

This Exhibit B sets forth the Parties’ estimates as to time and expense required for the Project. ALL FIGURES SET FORTH BELOW ARE ESTIMATES.

## Timeline for Phase 1 SOW – Analyze and Design Phases

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>13</td>
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</table>

- **ANALYZE**
- **DESIGN**

## Estimates for Phase 1 SOW – Analyze and Design Phases

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Estimate Hours</th>
<th>Deliverable</th>
<th>Ranzal Resource Notes</th>
<th>Customer Resource Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Develop Project Plan</td>
<td>12</td>
<td>Project Plan</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>2</td>
<td>Evaluate Current State / Interview Stakeholders</td>
<td>12</td>
<td>Current and Future State Analysis Document</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
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<tr>
<td>3</td>
<td>Identify and Incorporate Best Practices</td>
<td>12</td>
<td>Updates to Current and Future State Analysis Document</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>None</td>
</tr>
<tr>
<td>4</td>
<td>Define Business Requirements (Planning Process and Reporting)</td>
<td>12</td>
<td>Updates to Current and Future State Analysis Document</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>5</td>
<td>Assess Data Needs</td>
<td>12</td>
<td>Updates to Current and Future State Analysis Document</td>
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</tr>
<tr>
<td>6</td>
<td>Develop First Pass at new Business Processes</td>
<td>12</td>
<td>Updates to Current and Future State Analysis Document</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
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**Statement of Work**

Page 11 of 15
<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
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<th>Deliverable</th>
<th>Ranzal Resource Notes</th>
<th>Customer Resource Requirements</th>
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<tbody>
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<td>7</td>
<td>Develop First Pass of Solution Architecture</td>
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<td>Solution &amp; Application Architecture Diagrams</td>
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<td>Install Software</td>
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<td>9</td>
<td>Architect Overall Solution</td>
<td>28</td>
<td>Application Design Document</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
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<td>Design Hierarchies</td>
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<td>Application Design Document</td>
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<td>Design Security</td>
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<td>Design Reports</td>
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<td>Design External Interfaces</td>
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<td>16</td>
<td>Design Drill back to source ledgers</td>
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<td>Application Design Document</td>
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<tr>
<td>17</td>
<td>Define required mapping logic</td>
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<td>Updates to Application Design Document</td>
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<td>No.</td>
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<tr>
<td>18</td>
<td>Create detailed data specs</td>
<td>28</td>
<td>Updates to Application Design Document</td>
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<td>19</td>
<td>Clarify performance needs</td>
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<td>Updates to Application Design Document</td>
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<table>
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<tr>
<th>Total Hours</th>
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<tr>
<td>Ranzal Rate</td>
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<td>Ranzal SubTotal</td>
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**Timeline for Phase 2 SOW – Build, Test, Training, and Rollout Phases**

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<tr>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
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**Build Phase**

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<th>Task</th>
<th>Estimate Hours</th>
<th>Deliverable</th>
<th>Ranzal Resource Notes</th>
<th>Customer Resource Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Build Models</td>
<td>189</td>
<td>Application Built to Design Specs</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>2</td>
<td>Unit Testing of Models</td>
<td>189</td>
<td>Unit Test Results</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>3</td>
<td>Build required automation and ETL processes</td>
<td>189</td>
<td>Application Built to Design Specs</td>
<td>Ranzal is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
</tbody>
</table>

Statement of Work
Page 13 of 15
<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Estimate Hours</th>
<th>Deliverable</th>
<th>Ranzil Resource Notes</th>
<th>Customer Resource Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Complete data validation</td>
<td>189</td>
<td>Data validation completed</td>
<td>Ranzil playing a supporting role.</td>
<td>UT Southwestern is the primary owner and driver of the activity.</td>
</tr>
<tr>
<td>5</td>
<td>Integrate models into overall solution</td>
<td>189</td>
<td>System / Process Automation</td>
<td>Ranzil is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>6</td>
<td>Source and load initial data</td>
<td>189</td>
<td>Data loaded</td>
<td>Ranzil is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>7</td>
<td>Develop Reports</td>
<td>189</td>
<td>Reporting Inventory</td>
<td>Ranzil is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
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<tr>
<td>8</td>
<td>Perform Conference Room Pilots for Stakeholders</td>
<td>189</td>
<td>Conference Room Pilot Test Results</td>
<td>Ranzil is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
<tr>
<td>9</td>
<td>Build Security Model</td>
<td>195</td>
<td>Application Built to Design Specs</td>
<td>Ranzil is the primary owner and driver of the activity and deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
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**Test Phase**

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Estimate Hours</th>
<th>Deliverable</th>
<th>Ranzil and UT Southwestern have joint ownership of the activity and deliverable.</th>
<th>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Create Test Approach 20</td>
<td>System Integration Test Scripts and End User Test Scripts</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and deliverable.</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</td>
</tr>
<tr>
<td>11</td>
<td>Develop Test Scenarios 20</td>
<td>System Integration Test Scripts and End User Test Scripts</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and deliverable.</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</td>
</tr>
<tr>
<td>12</td>
<td>Conduct Testing (Unit, System, End User, Performance)</td>
<td>20</td>
<td>System Integration Test Results and End User Test Results</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and deliverable.</td>
<td>Ranzil and UT Southwestern have joint ownership of the activity and / or deliverable.</td>
</tr>
<tr>
<td>13</td>
<td>Remediate Testing issues 20</td>
<td>System Integration Test Results and End User Test Results</td>
<td>Ranzil is the primary owner and driver of the activity and / or deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
<td></td>
</tr>
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<td>No.</td>
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<td>-----</td>
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<td>-------------------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>14</td>
<td>Perform Parallel Testing</td>
<td>20</td>
<td>System Integration Test Results and End User Test Results</td>
<td>Ranzal playing a supporting role.</td>
<td>UT Southwestern is the primary owner and driver of the activity.</td>
</tr>
<tr>
<td>15</td>
<td>Final Data Validation</td>
<td>20</td>
<td>Data validation completed</td>
<td>Ranzal playing a supporting role.</td>
<td>UT Southwestern is the primary owner and driver of the activity.</td>
</tr>
<tr>
<td>16</td>
<td>Obtain User Sign off</td>
<td>20</td>
<td>User Sign off / Approval</td>
<td>Ranzal and UT Southwestern have joint ownership of the activity and deliverable.</td>
<td>Ranzal and UT Southwestern have joint ownership of the activity and deliverable.</td>
</tr>
<tr>
<td>17</td>
<td>Conduct End User Training</td>
<td>48</td>
<td>End Users Trained</td>
<td>Ranzal and UT Southwestern have joint ownership of the activity and deliverable.</td>
<td>Ranzal and UT Southwestern have joint ownership of the activity and deliverable.</td>
</tr>
<tr>
<td>18</td>
<td>Develop Knowledge Transfer approach and materials</td>
<td>25</td>
<td>Training Plan and Training Materials</td>
<td>Ranzal is the primary owner and driver of the activity and / or deliverable.</td>
<td>UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items.</td>
</tr>
</tbody>
</table>

**Rollout / Sustain**

| 19  | Conduct Knowledge Transfer Sessions | 94       | Completed knowledge transfer sessions    | Ranzal and UT Southwestern have joint ownership of the activity and deliverable. | Ranzal and UT Southwestern have joint ownership of the activity and deliverable. |
| 20  | Migrate Application to Production Environment | 94       | Cutover Plan and Migration Document     | Ranzal is the primary owner and driver of the activity and deliverable.          | UT Southwestern is expected to participate in meetings, review deliverable material and make timely decisions on open items. |
| 21  | Turnover Final System Documentation to Maintenance Team | 94       | Application Admin Guide                 | Ranzal and UT Southwestern have joint ownership of the activity and deliverable. | Ranzal and UT Southwestern have joint ownership of the activity and deliverable. |

**Total Hours**: 2202

**Ranzal Rate**: $231

**Ranzal SubTotal**: $508,662

**Travel & Expense**: $76,290

**Total Project Cost**: $584,961

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