

THE TEXAS A&M UNIVERSITY SYSTEM
STUDENT ACCIDENT AND HEALTH INSURANCE COVERAGE
AGREEMENT

This agreement between The Texas A&M University System ("TAMUS"), an agency of the State of Texas, and Academic HealthPlans, Inc. ("AHP"), a Texas corporation, for the Student Accident and Health Insurance Coverage (the "Plan") for the period of four years beginning September 1, 2013, and ending on August 31, 2017, with the option to extend the agreement for one additional year upon agreement of the parties, to be evidenced in writing prior to the expiration date of the initial term. This agreement includes the AHP Final Proposal as attached.

The parties agree as follows:

1. TAMUS appoints Terry Lyons, President of AHP, to serve as the agent of record for the Plan.
2. AHP will administer the Plan and coordinate with the insurance company and claims administrator to ensure benefits are provided according to this agreement.
3. If requested by TAMUS, no later than the second Tuesday of January each year, AHP will provide at least three competitive quotes for the Plan for the upcoming plan year. TAMUS reserves the right to reject any or all of the quotes provided; however, in the event that one of the quotes is acceptable, TAMUS shall notify AHP on or before the first Tuesday in February, or as agreed by the parties. AHP shall make the Plan available to all academic institutions which are members of TAMUS requiring such insurance.
4. AHP will distribute a Summary Plan Document by April 1 of each year. The effective date of coverage for each Plan Document will be July 1 of the respective year.
5. By May 1 of each year, AHP will provide printed brochures describing the available coverage to each member institution. The brochures will be provided in sufficient number as needed by each member institution.
6. Students electing to obtain student health insurance from the carrier shall apply directly to AHP and shall make payments directly to the carrier, or as may be agreed upon by TAMUS, its members, AHP and the insurance carrier.
7. AHP will provide insurance cards to enrolled students. The cards may be printed or provided via the Internet.
8. AHP will perform the duties of reviewing insurance policies submitted by international students requesting a waiver to determine equivalency and compliance with university rules, and will provide its findings and recommendations from such reviews to the appropriate institution.
9. Under this Agreement, AHP may create, receive from or on behalf of TAMUS, or have access to, records ("Records"). Among other things, Records may contain Social Security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA"). If Records are subject to FERPA, TAMUS designates AHP as a school official with a legitimate educational interest in those Records. AHP

- shall: (1) hold Records in strict confidence and not use or disclose Records except as (a) permitted or required by this agreement, (b) required by law, or (c) otherwise authorized by TAMUS in writing; (2) safeguard Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than best practices in the data security industry; and (3) continually monitor its operations and take any action necessary to assure that Records are safeguarded and the confidentiality of Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this agreement. At the request of TAMUS, AHP shall provide TAMUS with a written summary of the procedures AHP uses to safeguard and maintain the confidentiality of Records.
10. TAMUS may terminate this agreement with written notice to AHP. Termination will be effective [30 days after such notice/at the end of the current Plan year] or immediately if due to a material breach of this agreement by AHP.
 11. AHP may not assign this agreement except with the written consent of TAMUS. Any purported assignment without TAMUS's permission is void.
 12. This agreement contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this agreement unless expressly stated in writing.
 13. This agreement does not create a partnership or joint venture between TAMUS and AHP. AHP may not bind TAMUS unless otherwise expressly agreed to in a writing signed by an authorized representative of TAMUS before any such act. AHP may represent itself as TAMUS's agent only as specifically authorized and for the limited purpose stated in this agreement. AHP employees are not TAMUS employees and AHP personnel are not entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by TAMUS to its employees.
 14. Each provision of this agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this agreement remain valid, legal, and enforceable.
 15. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates venue for any claim arising out of or relating to this agreement or any of the transactions it contemplates must be as provide by Texas law.

Dispute Resolution

- The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TAMUS and AHP to attempt to resolve any claim for breach of contract made by AHP;

- a) AHP's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, AHP shall submit written notice, as required by subchapter B, to the Director of Purchasing and Contracting. Said notice shall also be given to all other representatives of TAMUS and AHP otherwise entitled to notice under the parties' contract. Compliance by AHP with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
 - b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is AHP's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMUS if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
 - c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by TAMUS nor any conduct of any representative of TAMUS hereafter shall be considered a waiver of sovereign immunity to suit.
- The submission, processing, and resolution of AHP's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 - Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance of the performance by AHP, in whole or in part.
 - The designated individual responsible on behalf of TAMUS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be TAMUS's General Counsel.

Now intending to be legally bound, the parties have caused this agreement to be executed on the date(s) written below.

The Texas A&M University System

Academic HealthPlans, Inc

Signed: [Signature]

Signed: [Signature]

Printed: MARTIN MCGINNIS

Printed: TERRY LYONS

Title: EXECUTIVE DIRECTOR BENEFITS

Title: President/CEO

Date: 5-28-13

Date: 5/29/13