

PRAIRIE VIEW A&M UNIVERSITY

A Member of the Texas A&M University System

September 3, 2025

Bay Pointe Behavioral Health Service Inc
13310 BEAMER RD STE G
HOUSTON, Texas 77089

NOTICE OF EXTENSION

Description: Extension of services for Dr. Napoleon B. Higgins to provide consultation to the professional staff in Student Counseling Services, as well as direct care to currently enrolled PVAMU students who may require psychotropic medication as part of their mental health treatment.

Effective Date: Upon Execution of the extension letter

Dear Dr. Higgins and Dr. Burnette

Prairie View A&M University requests to extend the referenced contract by mutual agreement with the present contractor, Bay Pointe Behavioral Health Service, beginning upon execution of this extension letter and terminating May 31, 2026.

Further, it is mutually agreed between both parties that all provisions of the initial contract, including pricing schedules, remain unchanged during this extended period.

PRAIRIE VIEW A&M UNIVERSITY

BAY POINTE BEHAVIORAL HEALTH SERVICE INC

Daarel Burnette
Signature

Daarel Burnette
Name

Chief Financial Officer
Title

9/11/2025 | 8:38 AM CDT
Date

Napoleon Higgins
Signature

Napoleon Higgins
Name

Owner
Title

9/9/2025 | 12:12 AM CDT
Date

xc: C26-05-21734

Student Counseling Services

www.pvam.edu

Procurement and Contracts Office

Mail Stop 1311, P.O. Box 519

Prairie View, Texas 77446-0519



AMENDMENT NO. 1
TO SERVICE AGREEMENT
BETWEEN
PRAIRIE VIEW A&M UNIVERSITY
AND
**NAPOLEON B. HIGGINS, JR. DBA BAY POINTE BEHAVIORAL HEALTH SERVICE,
INC.**

This Amendment #1 is made and entered into by PRAIRIE VIEW A&M UNIVERSITY, hereinafter referred to as “**UNIVERSITY**,” and Napoleon B. Higgins, Jr. dba Bay Pointe Behavioral Health Service, Inc., hereinafter referred to as “**PROVIDER**,” being the same original parties, or their assignees, to the “Original Agreement”.

WITNESSETH:

WHEREAS, the parties entered into the Original Agreement on (10/18/2023)

WHEREAS, the parties desire to amend the Original Agreement in certain respects as hereinafter set forth.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreement herein contained, the Parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances expressed in the Original Agreement, subject to this Amendment.

This document along with the Original Agreement constitutes the sole and entire agreement between PVAMU and PROVIDER and is binding only when signed by both parties. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained in the Original Agreement. This Agreement may not be amended or otherwise altered except by mutual agreement in writing. The parties hereto agree as follows:

Sections 1 and 2 will be deleted in their entirety and replaced with the following:

SERVICES

- A. UNIVERSITY hereby engages PROVIDER , on an independent contractor basis, to provide professional healthcare services in the specialty of providing psychiatric consultative services as described in Exhibit A, attached hereto (the “Services”), to patients of the Student Counseling Services located at the UNIVERSITY in accordance with the terms and subject to the conditions contained in this Agreement.
- B. PROVIDER shall render such Services consistent with PROVIDER licensing and medical specialty. Furthermore, PROVIDER will:
 - (I) Be duly licensed and qualified to practice in their field and specialty in the State of Texas.
 - (II) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all Services rendered by PROVIDER under this

Agreement and timely prepare and attend to, in connection with such Services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as UNIVERSITY may from time to time require.

- (III) Comply with the policies, procedures, protocols, bylaws, orders, rules, and regulations of UNIVERSITY and of any of its clinical facilities at which PROVIDER will from time to time perform services for or on behalf of UNIVERSITY. UNIVERSITY shall provide PROVIDER with copies of, or notice of changes to, such policies, procedures, protocols, bylaws, orders, rules, and/or regulations.
- (IV) Act in accordance with the prevailing standards of their field of practice and comply with the ethics of the medical profession and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which PROVIDER is practicing under this Agreement;
- (V) Participate in professional activities consistent with and reasonably necessary to the maintenance and improvement of PROVIDER professional skills, such as attendance at professional conventions and post-graduate seminars and participation in professional societies;
- (VI) Submit to and participate in quality assurance, peer review, risk management, and utilization review programs at the discretion of UNIVERSITY.
- (VII) UNIVERSITY shall provide and maintain such facilities, equipment, staff, and supplies as are customary and necessary for PROVIDER performance of PROVIDER professional duties under this Agreement. UNIVERSITY shall also be responsible for scheduling patient visits to be seen by PROVIDER .
- (VIII) PROVIDER shall promptly notify UNIVERSITY of any pending or threatened malpractice claim or demand for payment made against PROVIDER , or incident which is likely to give rise thereto, and provide such related information as to such claim, demand, or incident as the UNIVERSITY may request. Furthermore, PROVIDER shall promptly notify UNIVERSITY of any action or investigation taken by any licensure board to restrict or revoke PROVIDER license to practice medicine, and of any action taken to investigate, restrict, or terminate PROVIDER medical staff privileges. Additionally, PROVIDER shall promptly notify UNIVERSITY of any notification or determination received by PROVIDER from a utilization or quality control peer review organization.
- (IX) PROVIDER represents and warrants that PROVIDER (a) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7(b) (the "Federal health care programs"); (b) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in PROVIDER being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and PROVIDER shall immediately notify UNIVERSITY of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give UNIVERSITY the right to terminate this Agreement immediately.

- C. While PROVIDER is providing services pursuant to this Agreement, PROVIDER will not be considered an employee of UNIVERSITY. UNIVERSITY will maintain responsibility for overall delivery of patient care at UNIVERSITY and the Parties agree that PROVIDER shall exercise his or her independent professional medical judgment at all times. Nothing herein will be construed as giving that degree of control or direction on the part of UNIVERSITY that creates an employer-employee relationship between PROVIDER and UNIVERSITY.

Sections 9 and Exhibit C & D will be deleted in their entirety and replaced with the following:

- A. PROVIDER shall procure and maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general liability and professional liability insurance as outlined below to insure PROVIDER and its employees and agents against any claim or claims for damages occurring as the result of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by PROVIDER and its employees and agents in connection with this Agreement. Upon the request of UNIVERSITY, PROVIDER shall deliver copies of such policies to UNIVERSITY prior to or upon execution of this Agreement, and modifications, extensions, or renewals of such policies prior to or upon each anniversary date of the Agreement. PROVIDER agrees to notify UNIVERSITY promptly upon notification from an insurance carrier that a policy will be canceled.

Commercial General Liability

Each Occurrence Limit \$1,000,000

General Aggregate Limit \$2,000,000

Personal / Advertising Injury \$1,000,000

Damage to rented Premises \$300,000

Medical Payments \$5,000

Professional Medical Malpractice

Each Occurrence Limit/Each Claim Limit \$1,000,000

Aggregate/Per Policy Period Limit \$3,000,000

- B. PROVIDER acknowledges that, because UNIVERSITY is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UNIVERSITY or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of UNIVERSITY is provided by UNIVERSITY as mandated by the provisions of Chapter 502, Texas Labor Code. Following this limited exposure, UNIVERSITY is protected by the doctrine of sovereign immunity. UNIVERSITY shall have the right, at its option, to (a) obtain liability insurance protecting UNIVERSITY and its employees and property insurance protecting UNIVERSITY buildings and the contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by UNIVERSITY as a result of its operations under this Agreement.

The following provisions will be added to Section 3 of the agreement:

TERM AND TERMINATION

- A. Notwithstanding the foregoing, UNIVERSITY shall have the right, in its sole discretion, to immediately terminate the entire Agreement upon the occurrence of any of the following events:
- (I) PROVIDER 's right to participate in Medicare, Medicaid, or any other federal health program programs for the reimbursement of health care services provided by it is terminated for any reason or is relinquished voluntarily.
 - (II) Imposition of any sanctions against PROVIDER , including exclusion, suspension, or other limitation, relating to PROVIDER participation in any federally-funded health care program, including without limitation, Medicare or Medicaid.
 - (III) Failure of PROVIDER to comply with all applicable policies, procedures, protocols, rules and regulations of UNIVERSITY.
 - (IV) PROVIDER 's indictment of a crime which relates to the Services, indictment for embezzlement, any felony, or a misdemeanor involving an act considered a violation of the standards of moral conduct.
 - (V) PROVIDER is the subject of an allegation of health care fraud, abuse or similar activities that are criminally or civilly proscribed and which UNIVERSITY deems to be credible in its sole discretion after an internal investigation.
 - (VI) PROVIDER enters into a consent decree or other judicial order or administrative settlement with respect to fraud, abuse or similar activities that are criminally or civilly proscribed.
 - (VII) Loss or failure by PROVIDER to maintain liability insurance coverage as required herein.

The following provisions will be added to Section 7 of the agreement:

COMPLIANCE WITH LAWS

- (I) For purposes of the Family Educational Rights and Privacy Act (“**FERPA**”), UNIVERSITY hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or UNIVERSITY in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.
- (II) PROVIDER agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320D (“**HIPAA**”) and any current and future regulations promulgated hereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the

Federal Security Regulations), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and state privacy law, as codified in Texas Health and Safety Code Chapter 181, Sections 181.001 et seq. (“Texas Privacy Law”) and any regulations thereto, all collectively referred to herein as “HIPAA Requirements”. In addition, PROVIDER agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d and Texas Privacy Law), other than as permitted by HIPAA Requirements.

Exhibit B will be deleted in its entirety and replaced with the following:

UNIVERSITY will compensate PROVIDER as follows:

a) \$180.00/hour for a maximum of (7) seven hours per week through May 31, 2025. The total value of this contract shall not exceed \$50,000.00 **per** year.

All other provisions of the original Agreement shall remain the same.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**(NAPOLEON B. HIGGINS, JR. DBA
BAY POINTE BEHAVIORAL
HEALTH SERVICE, INC.)**

PRAIRIE VIEW A&M UNIVERSITY

By: Napoleon B. Higgins Jr. MD
Napoleon B. Higgins Jr. MD
Printed Name:
Owner
Title
12/9/2024 | 2:22 AM CST
Date

By: Cynthia A. Carter-Horn
Cynthia A. Carter-Horn
Printed Name
Sr. Vice-President for Business Affairs
Title
12/9/2024 | 8:06 AM CST
Date

AMH

SERVICES AGREEMENT
BY AND BETWEEN
Prairie View A&M University
AND Napoleon B. Higgins, Jr. dba Bay Pointe Behavioral Health Service, Inc.

This Services Agreement ("Agreement") is entered into and effective upon full execution (the "Effective Date"), by and between **Prairie View A&M University**, a member of The Texas A&M University System ("A&M System") and an agency of the state of Texas (hereafter referred to as "UNIVERSITY"), and **Napoleon B. Higgins, Jr. dba Bay Pointe Behavioral Health Service, Inc.** (hereafter referred to as "PROVIDER"). UNIVERSITY and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

UNIVERSITY and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will perform the services as set forth in Exhibit A, Scope of Work, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to UNIVERSITY.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER's performance of this Agreement. These certifications are attached to this agreement and titled Exhibit D.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through May 31, 2024 (the "Term"), unless earlier terminated as provided herein. The Term of the Agreement may be extended for four (4) additional one (1) year periods upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such thirty-day period. In the event that UNIVERSITY terminates this Agreement pursuant to this Section, UNIVERSITY shall receive a pro-rata refund of any pre-paid amounts.
- C. UNIVERSITY may terminate this Agreement without cause upon fifteen (15) days prior written notice to PROVIDER.
- D. UNIVERSITY may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares

bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by PROVIDER under this Agreement, UNIVERSITY shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed fifty thousand dollars (\$50,000) without an amendment to this Agreement.
- B. PROVIDER will submit monthly invoices to UNIVERSITY. Each invoice must reference the UNIVERSITY purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that UNIVERSITY may reasonably request to support the invoice amount. UNIVERSITY will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to UNIVERSITY a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

5. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to UNIVERSITY, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by UNIVERSITY. PROVIDER shall secure for UNIVERSITY all consents, releases, and contracts and perform other reasonable acts as UNIVERSITY may deem necessary to secure and evidence UNIVERSITY's rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

8. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless UNIVERSITY, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

9. INSURANCE

Insurance requirements as stated within Exhibit D, attached hereto.

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to UNIVERSITY. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of UNIVERSITY or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable UNIVERSITY policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of UNIVERSITY.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party

with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. UNIVERSITY and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

UNIVERSITY: **Prairie View A&M University**
P.O. Box 519, MS 1311
 Prairie View , TX 77446
 Attention: Contracts Office
 Phone: (936) 261-1914
 Email: contracts@pvamu.edu

PROVIDER: **Bay Pointe Behavioral Health Service,**
Inc. 13310 Beamer Rd., Ste G
 Attention: Dr. Napoleon Higgins
 Phone: (281) 480-2407
 Email: psychonap@hotmail.com

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against UNIVERSITY is to be in Waller County, the principal office of UNIVERSITY's governing officer is located.
- M. **Non-Waiver.** UNIVERSITY is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that UNIVERSITY is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by UNIVERSITY of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of UNIVERSITY.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of UNIVERSITY, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to

resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY's sovereign immunity to suit or liability, and UNIVERSITY has not waived its right to seek redress in the courts.


- O. **Public Information Act.** PROVIDER acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon UNIVERSITY's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY to UNIVERSITY in a non-proprietary format acceptable to UNIVERSITY that is accessible by the public. PROVIDER acknowledges that UNIVERSITY may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- R. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- S. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted
- T. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits UNIVERSITY from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of UNIVERSITY that was employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement.

- U. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of UNIVERSITY or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- V. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- W. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for UNIVERSITY under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event UNIVERSITY becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, UNIVERSITY will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by UNIVERSITY.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Prairie View A&M University

Bay Pointe Behavioral Health Service, Inc.

By: DocuSigned by:

ED6AFA2B72C4BA
 Name: Paula J. Spivey
 Title: Dir. Procurement, Contracts, HUB
 Date: 10/17/2023 | 1:41 PM CDT


By: DocuSigned by:

8B8A5C4141C4
 Name: Napoleon B. Higgins Jr. MD
 Title: Owner
 Date: 10/18/2023 | 5:02 PM CDT

EXHIBIT A – SCOPE OF WORK

The CONTRACTOR agrees to perform the following services in accordance with the terms and conditions set forth in this agreement. The Contractor will consult with the Director of Student Counseling Services concerning matters relating to:

- a) providing psychiatric consultative services, including evaluation, client consultation and psychotropic treatments and management to clients referred for such services by the Student Counseling Services clinical staff
- b) providing consultation to professional staff during clinical case dispositions or individual contacts with the professional counseling staff
- c) Tentative Work Schedule: Maximum of 7 hours per week. This initial schedule may be modified as required. The actual start date of this service shall be set by the University with notice to the contractor provided in writing.

EXHIBIT B – PAYMENT TERMS

UNIVERSITY will compensate PROVIDER as follows:

- a) \$180.00/hour for a maximum of (7) seven hours per week through May 31, 2024. Total value of this contract shall not exceed \$50,000.00.

EXHIBIT C – INSURANCE

- A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to UNIVERSITY. By requiring such minimum insurance, UNIVERSITY shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to UNIVERSITY at least ten days before the effective date of the cancellation.

1. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

If this coverage is waived by System Risk Management, PROVIDER, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

2. **Automobile Liability**

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;

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

- B. PROVIDER shall deliver to UNIVERSITY evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and UNIVERSITY as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and UNIVERSITY.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to UNIVERSITY ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by UNIVERSITY prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: **Contract Office-** contracts@pvamu.edu
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by UNIVERSITY in writing.

Physician Full Temporary License

NAME: NAPOLEON BONAPARTE HIGGINS JR, MD

LICENSE: PHYTEMP

INFORMATION CURRENT AS OF: 10/11/2023

CURRENT STATUS: ACTIVE

[Click here for a detailed information on what each section below contains.](#)

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Verified Information

Year of Birth: 1973

License Number: PHYTEMP Physician Full Temporary License

Issuance Date: 08/30/2001

Expiration Date: 04/01/2002

Specialties:

School of Graduation:

MEHARRY MED COLL SCH OF MED, NASHVILLE 1998