



**EXHIBIT B (Page 1 of 4)**  
**Reporting Period 2025**  
**Updated Annually**

**Maximus Federal Services, Inc.**

Agreement No: **2180-01**

**School Name:** PRAIRIE VIEW A&M UNIVERSITY (herein after “Institution”)

PERIOD OF PERFORMANCE: **10/1/2025 – 09/30/2026**

**“Current Tax Year” refers to the year in which this period begins. “Filing Year” refers to the year in which this period ends. Standard Service**

1. Institution will provide a data file of predetermined demographic and enrollment information to Maximus Federal Services, Inc. (Maximus) by an agreed-upon date, in the Maximus specified format. In the event that the Institution provides a data file in a non-conforming format, or the Institution requires Maximus assistance in manipulating or fixing the file to conform, the Institution may be charged at an hourly Time and Material rate for Software Engineering if more than an hour of an engineer’s time is need for correction activities.
2. Institution will be required to provide summary financial data (Boxes 1 through 7) to Maximus. This summary financial data will be reported to the IRS. The Institution understands that accepting and processing this data is a service provided by Maximus at no additional cost. This is separate from the detailed financial data (on the back of the form) that incurs additional charges.
3. Maximus will print and mail a 1098-T. The date of mailing will depend upon the date when production data is received. Production data received on or before January 20, Filing Year will be mailed before January 31 of the Filing Year. Production data received after January 20 of the Filing Year will be placed in the cycle and mailed upon completion of processing.
4. Maximus will provide each institution administrative access to the Maximus website to be able to view, add, or update student data and order reprinted Current Tax Year 1098-Ts from Maximus. Online access will be provided to perform the same functions for tax year forms dating back 10 years. All new or updated 1098-T data dating back five years prior to the current year will be reported to the IRS, as this is the time frame allowed by the IRS.
5. Maximus will include up to 6 lines of customized text per Institution on each 1098-T to communicate campus-specific information to students. Customized text will be carried over year-to-year and updated upon Institution request.
6. Maximus will enclose a standard one-page 1098-T information sheet with each 1098-T mailed.
7. Institution is entitled to reprinted Current Tax Year 1098-T forms ordered and mailed in the amount of 50 or .5% (whichever is greater) of the Institution’s submitted student count without charge. Reprints in excess of that number may, at Maximus’s discretion, be invoiced at the same rate as is charged for the original printed and mailed 1098-Ts.



8. Maximus will electronically report all 1098-T files received by March 1, Filing Year to the IRS by March 31, Filing Year. Maximus will make subsequent IRS file submissions monthly for all periods covered in our possession, to report additional or corrected records.
9. An additional **\$2.15** handling and mailing charge will be applied to each 1098-T mailed to a foreign address.
10. Maximus will produce and mail an invoice no later than March 31, Filing Year that encompasses the bulk of the Institution's charges for 1098-T Services. Additional submissions and any billable reprints will be collected and billed for no later than May 31, Filing Year if those accumulated total charges are in excess of \$50.00. Maximus will carry over any amount less than \$50.00 to the following year's invoice unless Maximus receives notice that the institution intends to end or not renew services or wish to be invoiced for any accumulated balances immediately.
11. Maximus will load all 1098-T data to their secure, access-controlled website. Maximus will provide a facility for students to validate themselves and register for a user account by which they can set and control their own user ID and password security. The website allows each student to access his/her own record and request a reprint of their Current Tax Year 1098-T by mail. The cost of the reprint will be at the rate for Standard Service. Students will have online and local print access to 1098-Ts from prior tax years for any records provided by any Maximus customer institution. Students will have access to 1098-Ts from the current tax year as well as prior tax years dating back 10 years for any records provided by any Maximus customer institution.
12. Maximus provides toll-free telephone Customer Service support for Institution's students. Maximus will print the TRA Customer Service toll-free number on all 1098-Ts to offer students the option to call a toll-free number initially to answer questions, provide tuition and fee information, make corrections, and direct callers to proper sources for tax information and advice.
13. The Institution may be included as a participant in the "**Web Advance**" service, under which student records received by Maximus are available to students electronically prior to the Institution's 1098-T print date. Any 1098-T's delivered electronically will be charged at the Web Advance rate ***rather*** than the Standard Service rate (one or the other rate applies, NOT both). All records in Maximus' possession as of the default "Print after Date" of January 20 of the Filing Year, and not marked as being retrieved under "Web Advance," will be processed as standard print and mailed forms. The Institution may request an earlier "Print After Date" if desired.



### Additional Services:

1. **Financial Detail 1098-T Printing.** Financial Detail includes printing the student's detailed financial data on the back of their 1098-T form. Please mark at bottom of page if you would like to participate in this option.
2. **W9 Generation.** Maximus can assist with generating and mailing Institution's W-9s letters for students who are on track to receive a 1098-T tax form, but do not have an SSN in the Institution's SIS. Maximus generates an information letter and W9 form, requesting the student complete and mail back to the designated Institution Contact. Please mark at bottom of page if you would like to participate in this option or ask your Maximus contact for more information.

### Pricing Structure

#### *Fees*

☒ **\$525 Setup Fee** (Applicable to all Institutions)

#### *Per record charges:*

(Please check one or both as desired.)

☒ **Standard Service\*** (See Standard Service description on pages 1 and 2). **\$1.33** per student record. **Note** - **For foreign mailings, an additional \$2.15** will apply to handle foreign mailing postage.

☒ **Web Advance Electronic Delivery Option** (See Standard Service #13 on page 2 above.) **\$0.41 per student record.**

\*The \$1.33 reflects the USPS postage increase that went into effect July 13<sup>th</sup> of this year as well as projected increases for Jan 1<sup>st</sup> of the upcoming year.

### Additional Services:

(Please mark your additional selection below. You may select by marking the box for one, both or leave both blank for neither.)

☐ **Student Financial Detail** printed on back of 1098-T form - **\$0.28** per student record. (See Optional Service 1 description above).

☐ **W9 Letters Option** - Check if you wish to participate - **\$1.33** per W9 form mailed. Printed and mailed to students who have not reported their SSN or ITIN to the Institution.

Please also indicate the name and e-mail address of the person who will serve as the invoicing point of contact between your institution and Maximus.

Invoicing/Billing Point of Contact Name: Equilla Jackson

Title: Director, Treasury Services

Email: eqjackson@pvamu.edu

Phone POC: 936-261-1941

Physical Address (If necessary):  
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IN WITNESS WHEREOF, Maximus Federal Services, Inc. and the Institution have agreed to the services and prices identified in this Exhibit, which upon execution will become Exhibit B of the Master Taxpayer Relief Act (TRA) Services Agreement.

This Exhibit was signed and delivered by its duly authorized representative as of the last date shown below.

**For the Reporting Period 2025 and Processing Period 2026.**

**Maximus Federal Services, Inc.**

By: 

Name: **Mary Guida**

Title: **Sr. Contracts Specialist**

Date: **August 25, 2025**

**Institution:**

By: Robert Hall

Name: Robert Hall

Title: Director, Procurement and Contract Admin

Date: 1/14/2026 | 12:40 PM CST

To complete the registration process, please indicate the name and e-mail address of the person who will serve as the contact between your Institution and Maximus for all 1098-T related matters. If you're unsure what this requires, please email the [TRACustomerSupport@maximus.com](mailto:TRACustomerSupport@maximus.com) inbox.

**Institution**

POC Name: Equilla Jackson

Email: eqjackson@pvamu.edu

Phone: 936-261-1941

Physical Address:

L.W. Minor St., W.R. Banks Bldg., Suite 140

Prairie View, TX 77446

## VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Exhibit B** (“Agreement”) 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 (“PVAMU”), and Maximus Federal Services, Inc, a Virginia corporation (“Maximus Federal Services”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Maximus Federal Services may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

### **MISCELLANEOUS CLAUSES**

**Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Data Privacy.** Maximus Federal Services shall hold PVAMU’s data in confidence. Maximus Federal Services shall only use or disclose PVAMU’s data for the purpose of fulfilling Maximus Federal Services’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Maximus Federal Services shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Maximus Federal Services that have a need to access the PVAMU’s data in order for Maximus Federal Services to perform its obligations under this Agreement. Maximus Federal Services shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Maximus Federal Services in this Agreement.

Maximus Federal Services shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Maximus Federal Services’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Maximus Federal Services has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Maximus Federal Services has taken or will take to prevent future similar unauthorized use or disclosure. Maximus Federal Services shall provide such other information, including a written report, as reasonably requested by PVAMU.

Maximus Federal Services must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Maximus Federal Services, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Maximus Federal Services shall provide PVAMU with at least ten (10) days’ written notice of Maximus Federal Services’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties

relating to the subject matter hereof 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.

**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).

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, Maximus Federal Services shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by Maximus Federal Services under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Maximus Federal Services’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Maximus Federal Services or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

**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 Maximus Federal Services’s service to PVAMU. Except as specifically required under the terms of this Agreement, Maximus Federal Services (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Maximus Federal Services is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Maximus Federal Services and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

**Insurance.** Maximus Federal Services shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**No Impediments.** Maximus Federal Services represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Maximus Federal Services’s performance of the Services.

**Non-Assignment.** Maximus Federal Services shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**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. PVAMU and Maximus Federal Services can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU:**

Prairie View A&M University  
Financial Management Services  
P.O. Box 1311  
Prairie VIEW  
Attention: Equilla Jackson  
Telephone: 936-261-1941  
Email: eqjackson@pvamu.edu

**With a copy to:**

Prairie View A&M University Contract Administration  
P.O Box 519, MS 1311  
Prairie View, Texas 77446-0519  
Telephone: +1 936-261-1902  
Email: Contracts@pvamu.edu

**Maximus Federal Services:**

Maximus Federal Services, Inc  
1600 Tysons Blvd., Suite 1400  
McLean, VA 22102  
Attn: TRA Customer Service  
Email: TRAcustomersupport@maximus.com

**Organization.** If Maximus Federal Services is a business entity, Maximus Federal Services 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 Maximus Federal Services has been duly authorized to act for and bind Maximus Federal Services. Upon PVAMU's request, Maximus Federal Services shall promptly deliver to Maximus Federal Services (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by Maximus Federal Services for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Maximus Federal Services, then within thirty (30) days after cancellation and/or

termination, Maximus Federal Services will reimburse PVAMU for all advance payments paid by PVAMU to Maximus Federal Services that were (i) not earned by Maximus Federal Services prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Maximus Federal Services prior to cancellation and/or termination.

**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.

**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.

**Termination.** PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Maximus Federal Services. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**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.

## **STATE AGENCY CLAUSES**

**Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Maximus Federal Services shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU's data (the "Security Controls"). Upon written request by PVAMU, Maximus Federal Services shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

**Cloud Computing Services.** As of the Effective Date, Maximus Federal Services certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, Maximus Federal Services shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Maximus Federal Services shall provide PVAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of PVAMU's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that Maximus Federal Services fails to maintain TX-



RAMP compliance and certification throughout the Term, including any renewal term, PVAMU may immediately terminate this Agreement, and Maximus Federal Services will provide a refund to PVAMU of any prepaid fees.

Note: Maximus complies with the above certification requirement because the 1098-T servers used to perform this contract are resident in the Maximus Cloud environment and inherit most of the security controls from Maximus Cloud, which is listed in the “TX-RAMP Certified Cloud Products 12.16.25” posted on the [Texas Department of Information Resources website](#).

**Conflict of Interest.** Maximus Federal Services certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Maximus Federal Services or in the transaction that is the subject of this Agreement.

**Cybersecurity Training Program.** Pursuant to Section 2063.104, Texas Government Code, Maximus Federal Services and its employees, officers, and subcontractors who have access to PVAMU’s computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by Maximus Federal Services employees, officers, and subcontractors during the Term and any renewal period of this Agreement. Maximus Federal Services shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. Maximus Federal Services acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

**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*, Maximus Federal Services 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.

**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 PVAMU and Maximus Federal Services to attempt to resolve any claim for breach of contract made by Maximus Federal Services that cannot be resolved in the ordinary course of business. Maximus Federal Services shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Maximus Federal Services’s claim and any counterclaim and negotiate with Maximus Federal Services in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU’s sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

**Executive Order GA-43.** To the extent that Maximus Federal Services is providing goods to PVAMU under this Agreement, Maximus Federal Services represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

**Executive Order GA-48.** Maximus Federal Services represents and warrants that Maximus Federal Services is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section

889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Maximus Federal Services acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Maximus Federal Services will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Maximus Federal Services certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), PVAMU hereby designates Maximus Federal Services as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Maximus Federal Services is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Maximus Federal Services 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 PVAMU in writing. Maximus Federal Services 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. Maximus Federal Services shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Maximus Federal Services in this Section, including without limitation, the prohibition on redisclosure. Maximus Federal Services shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

**Franchise Tax Certification.** If Maximus Federal Services is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Maximus Federal Services certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Maximus Federal Services is exempt from the payment of franchise (margin) taxes.

**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.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU’s governing officer is located.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers 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"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

**Loss of Funding.** Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Maximus Federal Services and PVAMU may terminate this Agreement without further duty or obligation hereunder. Maximus Federal Services acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Maximus Federal Services for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** Maximus Federal Services is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that Maximus Federal Services has a NEFR Employee involved in any work being performed under this Agreement, PVAMU 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 PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Maximus Federal Services agrees that any payments owing to Maximus Federal Services under this Agreement may be applied directly toward certain debts or delinquencies that Maximus Federal Services 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.

**Prior Employment.** Maximus Federal Services acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU 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 PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Maximus Federal Services is an individual, by signing this Agreement, Maximus Federal Services represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Maximus Federal Services certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Maximus Federal Services acknowledges this Agreement may be terminated for cause immediately if this

certification is inaccurate.

**Prompt Payment.** PVAMU 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.

**Public Information.** Maximus Federal Services acknowledges that PVAMU 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 PVAMU’s written request, and at no cost to PVAMU, Maximus Federal Services will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Maximus Federal Services acknowledges that PVAMU 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 Maximus Federal Services agrees that this Agreement can be terminated if Maximus Federal Services knowingly or intentionally fails to comply with a requirement of that subchapter.

**State Auditor’s Office.** Maximus Federal Services 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. Maximus Federal Services agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Maximus Federal Services will include this provision in all contracts with permitted subcontractors.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Maximus Federal Services upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**MAXIMUS FEDERAL SERVICES, INC**

*Robert Hall*

*Mary Guida*

Signature

Signature

Robert Hall

Mary Guida

Name

Name

Director, Procurement and Contract Admin

Sr. Contracts Specialist

Title

Title

1/14/2026 | 12:40 PM CST

01/13/2026

Date

Date