

## EXHIBIT H

### CIP PROJECT COORDINATION TASK LIST

1. **Scope of Services.** This Agreement governs CIP Coordination Tasks performed by MHS in connection with any Pending Project that is occurring on the property of the Hospitals as of the Transfer Completion Date or during the term of this Exhibit H (a “**Project**”).
  - a. MHS agrees to perform the CIP Coordination Tasks described in this Exhibit H while reporting to HHSC's designated representative (“**HHSC’s Representative**”). MHS has made no representation to HHSC that MHS has experience in the business of performing CIP Coordination Tasks for healthcare projects, commercial projects, data centers, and industrial projects.
  - b. CIP Coordination Tasks: MHS hereby agrees to perform the CIP Coordination Tasks described in this Exhibit H. MHS shall perform such duties which are necessary for the coordination of Projects only if specifically called for herein. Notwithstanding the foregoing, MHS shall have no authority, and shall not represent to third parties, that it has the authority to bind HHSC, although it may represent HHSC’s perspective and interests in various meetings, discussions, correspondence, and other communications with the project teams. MHS shall make recommendations to HHSC’s Representative who shall have the authority for decision making on behalf of HHSC with respect to each particular Project.
  - c. HHSC shall not award new contracts for work that would commence at the Hospitals during the term of this Exhibit H without MHS’ prior written consent unless such contracts involve projects to be managed by HHSC or a third party other than MHS. In no event shall be MHS be deemed a party to any HHSC Pending Project. HHSC shall bear exclusive responsibility to comply with all requirements under its contracts for or concerning Pending Projects, including invoice processing, issuance of payments to contractors and suppliers, compliance with procurement regulations, and adherence to appropriations requirements.
  - d. HHSC shall bear exclusive responsibility for all financial aspects of managing the Projects, including coordination with DAGs, prompt payment of contractors, suppliers, and consultants; consideration and approval of pay applications and change order requests; and the like.
  - e. HHSC will cause its contractors, suppliers and consultants to look solely to HHSC for payment. HHSC will keep its Projects free of liens and, in the event that a contractor records a lien against anyone of the Hospitals, HHSC will promptly take action to have the lien released. If HHSC is unable to obtain a lien release within ten (10) days of notice, HHSC will obtain a lien release bond.

## 2. Term

- a. The term of this Exhibit H is thirty (30) days. All work comprising the CIP Coordination Tasks shall be deemed performed under this Exhibit H.
- b. In the event that the scope of CIP Coordination Tasks remains incomplete (including, but not limited to, Project close-out activities and any claims and dispute resolution activities) upon expiration of the term of this Exhibit H, the term of this Exhibit H will not be deemed extended for the period necessary to complete the CIP Coordination Tasks.
- c. MHS shall perform the CIP Coordination Tasks per HHSC's Project schedule specified in writing. After approval by the HHSC, the schedule shall not be modified by HHSC.

3. **Standard of Performance.** MHS has made neither a warranty, nor a representation, regarding any CIP Coordination Tasks to be provided under this Agreement. MHS agrees that it and the persons whom MHS assigns to perform CIP Coordination Tasks under this Agreement shall perform such CIP Coordination Tasks in a workman-like manner.

## 4. CIP Project Coordination Tasks.

- a. Coordination/communication with departmental staff to minimize disruptions and impact from Projects (scheduling of work, issuing notifications, attend meetings, Preconstruction Risk Assessments).
- b. Coordination with contractors (review schedules, monitor progress of work, attend meetings, assist with material deliveries, issue vendor IDs, provide access to secured areas, provide as-builts and building info).
- c. Coordination with design consultants for new Pending Projects scheduled to commence after the expiration of the term of this Exhibit H (review schedules, monitor progress of work, attend meetings, assist with site visits, identify/assist with design criteria and regulatory requirements, assist with governmental reviews and permitting processes, provide as-builts, building info).
- d. Coordinate input from users and departments during Project planning, design and implementation.
- e. Coordinate and schedule support of the Hospitals' Facilities and Security staff to assist with Projects (utility disruptions, traffic control, after-hours work). Assist with processing of change proposals, pay requests and invoices.
- f. Assist with upkeep of DAGS account balances.
- g. Coordinate Interim Life Safety Measures (ILSM) as required per policy.