

EXTENSION TO PROFESSIONAL SERVICES AGREEMENT

This Extension Agreement HSC Contract # 2018-1329 ("Extension") is made and entered into by **University of North Texas Health Science Center at Fort Worth**, a Texas institution of higher education ("UNTHSC") and **Cook Children's Health Care System ("CCHCS")** (on behalf of its Research Administration Office [RAO]).

RECITALS

WHEREAS, UNTHSC and CCHCS entered into that certain Professional Services Agreement assigned HSC Contract # 2015-0813 for a term commencing October 6, 2015 (date of last signature) and ending June 30, 2018;

WHEREAS, the Parties mutually agreed to extend the initial term of the Agreement and have been continuing to operate under the Agreement without interruption but without a formal contract extension;

WHEREAS, the Parties wish to formally extend the term of the AGREEMENT.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Extension. The term of this Extension is from July 1, 2018 through August 31, 2019. After August 31, 2019, this Agreement shall automatically renew for four (4) additional twelve (12) month periods, unless either party provides notice of intent not to renew at least sixty (60) days prior to the end of the then current term.
2. Ratification. Except as expressly modified by this instrument, this Extension in no way acts as a release or relinquishment of either party's rights or obligations under the Professional Services Agreement, and each party's rights and obligations are hereby renewed, extended, ratified, confirmed, and carried forward in all respects.
3. Entire Agreement. This Extension and the Professional Services Agreement as renewed and extended herein, constitute the entire agreement between the parties. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Extension, the parties rely solely upon the representations and agreements contained in this Extension and no others.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement in multiple originals to be effective as of the date first written above.

DocuSigned by:

10/2/2018

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University of North Texas Health Science Center at Fort Worth

Date

DocuSigned by:

10/2/2018

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COOK CHILDREN'S HEALTH CARE SYSTEM

Date

Officer

HSC Contract # 2018-1329

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into effective the 2015, (“Effective Date”) by and between the **UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH** (“UNTHSC”) and Cook Children’s Health Care System (“CCHCS”) (on behalf of its Research Administration Office [RAO]).

RECITALS

WHEREAS, UNTHSC desires that CCHCS provide the Services, all as hereinafter set forth; and

WHEREAS, CCHCS desires to provide the Services to and for the benefit of UNTHSC;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UNTHSC and CCHCS agree as follows:

AGREEMENT

1. Description of Services. The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.
2. Provision of Services. CCHCS shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. CCHCS shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.
3. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the term of this agreement shall begin on the Effective Date and continue through June 30, 2018.
4. Termination. Either party may terminate this Agreement, with or without cause, by providing at least 90 days prior written notice to the other party. CCHCS shall be entitled to compensation for services rendered through the effective date of termination.
5. Compensation. The Compensation to CCHCS for Services shall cover all actual costs related to Project Manager’s salary, bonus awards, cost of living adjustments and all benefits provided at CCHCS and shall not exceed \$100,000.00 annualized. CCHCS shall be responsible for paying all applicable employment taxes related to the compensation payable to Project Manager hereunder and all benefits. Payment will be made on a quarterly basis upon presentation/receipt of CCHCS’s invoice.

6. Payment of Compensation. UNTHSC shall pay the Compensation to CCHCS in accordance with the payment terms set forth above and payment shall be made no later than thirty days following UNTHSC's receipt of an invoice from CCHCS. Interest, if any, on past due payments shall be made in accordance with Chapter 2251 of the Texas Government Code. CCHCS must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: Business Service Center, Payment Services, 1112 Dallas Dr. Ste. 400, Denton, TX 76205 or sent electronically to invoices@untsystem.edu.

7. Property Rights. UNTHSC shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. CCHCS agrees that such works are "works for hire" and assigns all of CCHCS's right, title, and interest to UNTHSC.

8. No Conflict of Interest. CCHCS certifies that in entering into this Agreement, no relationship exists between CCHCS (including any related entity or individual) and UNTHSC (including any department, organization, or individual) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. CCHCS agrees to disclose to UNTHSC any such conflict of interest should it become known or arise during the term of this Agreement. UNTHSC may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

9. Execution and Enforceability. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for UNTHSC, and shall not be considered a valid and enforceable contract without full execution by both parties.

10. Breach of Contract Claims. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to attempt to resolve disputes arising under this Agreement.

11. No Assignment. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

12. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

13. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

14. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

15. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

16. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed pursuant to this Agreement is subject to the mandatory venue statute set forth in section 105.151 of the Texas Education Code.

17. Relationship of Parties. CCHCS shall, at all times, act as an independent contractor and not as a partner, employee, or agent of UNTHSC. CCHCS shall not act or hold himself out to third parties as a partner, employee, or agent of UNTHSC in the provision of the Services. UNTHSC shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of CCHCS as an independent contractor. UNTHSC will not withhold federal or state income tax or Social Security tax on behalf of CCHCS. In addition, CCHCS shall have no claim under this Agreement or otherwise against UNTHSC for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. CCHCS shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of CCHCS, the parties hereto mutually agree that both CCHCS and UNTHSC shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

18. Additional Assurances. Except as may be expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

19. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each party as shown below, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

UNTHSC:	University of North Texas Health Science Center at Fort Worth 3500 Camp Bowie Blvd. Fort Worth, Texas 76107-2699
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ATTN: Chair, Department of Pediatrics

CCHCS: Cook Children's Health Care System
801 Seventh Avenue
Fort Worth, TX 76104
ATTN: Chief Research Officer

20. Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

21. Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

23. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary UNTHSC purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding UNTHSC purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to CCHCS and the provision of the Services. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

24. Indemnity. CCHCS agrees to indemnify and hold harmless UNTHSC and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of CCHCS's breach of any provision of this Agreement or arising out of any act or omission by CCHCS in the provision of the Services.

25. Appropriations. The Texas Constitution prohibits obligations beyond the current appropriations term. UNTHSC shall have the right to cancel all or part of this Agreement at any time without penalty if legislative, federal, or UNTHSC funds are not appropriated for the Services.

26. FERPA. If CCHCS has access to students' educational records, CCHCS shall limit its employees' access to the records to those persons for whom access is essential to the

performance of the Services. CCHCS shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

27. Public Information. UNTHSC shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, CCHCS shall make public information available to UNTHSC in an electronic format.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER

 DocuSigned by:

Date: 9/30/2015

HSC Contract #: 2015-0813

COOK CHILDREN'S HEALTH CARE SYSTEM

Date: 10/6/2015

EXHIBIT “A” SCOPE OF SERVICES

CCHCS shall provide the following Services:

Cook Children’s Health Care System (CCHCS) shall hire a Research Project Manager (“Project Manager”) to perform support services to a Research Mentor, an employee of UNTHSC, working in collaboration with CCHCS’s Research Administration Office (RAO).

Services shall include but not be limited to the following:

Responsible for coordinating and facilitating the life cycle of investigator-initiated research projects. This includes the development of design, initiation, conduction, analysis, and publication of clinical research projects of both a retrospective and prospective nature. The Research Project Manager simultaneously manages multiple projects at varying stages throughout the study process, while providing direct management to study-related students and/or employees.
Maintains effective and professional communication with designated department research team, investigators, students, Medical Center personnel, cooperative groups, and RAO team members. Serves as a liaison with department administration/clinical staff, students, external investigators and RAO. Ability to understand complex protocol and statistical designs.
Meets individually with proposed study investigator(s) and/or students to discuss process ideas and design the most effective research project. Works with investigators and students to develop specific study aims and hypotheses, create study tools (i.e. surveys, forms), ensure compilation of complete list of study variables, write study protocols, and generate comprehensive analysis plan. May also include assisting with development of protocol budget.
Responsible for independent writing of grant portions, study concepts and related documents (including protocols and informed consent documents, where applicable), peer-reviewed publications, academic posters and associated abstracts, and other documents on behalf of and in collaboration with study investigators and students.
Identifies proper statistical techniques for analysis of all study-related data, to include techniques of tests for association, specified regression, and survival analysis. Performs statistical analyses and provides proper interpretation of results. Helps investigators, students, and clinical staff to understand the impact of results on patient care at Cook Children’s Medical Center.
In collaboration with study investigator(s), develops and prepares all IRB documentation to ensure compliance with institution and federal guidelines, and regulations. Provides timely and accurate submission of all IRB and additional regulatory materials as required by CCHCS, collaborating organizations, or the federal government. Stays up to date with applicable institutional, federal and state regulations.
Works independently and/or with students to create and maintain study-related electronic needs, including databases which meet all CCHCS and federal guidelines for

patient protection, and electronic study tools (online/networked surveys, forms, etc).
Maintains policies and procedures designated by Human Resources Department in the recruitment, interview, hire, and management of designated employees. Effectively manages the day-to-day activities of assigned personnel. Provides supervisory duties such as annual reviews and responds to disciplinary
Involvement in the planning, management, and execution of projects outside of the typical role, to achieve strategic goals of the organization. Provides statistical guidance for investigators outside of department. Facilitate communication with outside institutions when needed.
Participates in continuing education to maintain current knowledge of research processes, regulations and other activities pertinent to position. Proactively participates in development and/or presentation of education events for internal peers, students, and customers, as appropriate.

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.