



## CONTRACT FOR SERVICES

This Contract for Services ("AGREEMENT"), made effective upon date of last signature (USA date format) is made by and between the Center for Medical Simulation, Inc., a non-profit 501 (c) 3 corporation, of 100 First Avenue, Boston, Massachusetts 02129-2011, USA, hereinafter referred to as CMS, and the University of North Texas Health Science Center at Fort Worth of 3500 Camp Bowie Blvd, Fort Worth, TX 76107, hereinafter referred to as UNTHSC.

### SECTION 1. SERVICES

#### A. THE SIMULATION INSTRUCTOR COURSE.

CMS hereby agrees to conduct its 4-day Simulation as a Teaching Tool Simulation Instructor Course, hereinafter referred to as the SATT COURSE. A description of the SATT COURSE is described in Appendix A, attached hereto and incorporated herein

#### B. ATTENDEES.

The SATT COURSE shall be open only to experienced educators with an interest in teaching clinical, behavioral and cognitive skills using medical simulation. The SATT COURSE is designed for a multi-disciplinary group of participants e.g., physicians, nurses, allied health professionals. It is expected that UNTHSC will populate the SATT COURSE accordingly. The maximum number of attendees is twenty-one (21). If UNTHSC desires to exceed this number, it must receive written permission from [REDACTED]. If permission is granted, UNTHSC shall pay CMS a fee of USD \$4,000 for each attendee above twenty-one (21).

#### C. HOSTING LOGISTICS.

The SATT COURSE shall be conducted at UNTHSC in space appropriately outfitted to host the SATT COURSE as described in Appendix B. As part of its responsibilities to host the SATT COURSE, UNTHSC agrees to appoint an Event Manager who shall be responsible for ensuring that all of the HOSTING LOGISTICS items listed in Appendix B are carried out. The Event Manager will be an individual who has previously taken a CMS Healthcare Simulation Essentials: Design and Debriefing Course (HSEDD), SATT Course or equivalent and who can coordinate and commit needed internal resources to support the course. All costs associated with hosting the SATT COURSE, including all labor costs and all costs associated with utilizing and outfitting the SIMULATION CENTER where the SATT COURSE is conducted, shall be borne exclusively by UNTHSC. CMS shall provide UNTHSC with electronic files of SATT COURSE Materials, including manuals, which UNTHSC shall reproduce and assemble at its sole expense. CMS will provide detailed directions for SATT COURSE Materials reproduction and assembly. UNTHSC agrees to destroy such electronic files at the conclusion of the SATT COURSE. UNTHSC may make reproductions of hard copies of SATT COURSE Materials subject to the terms and conditions outlined in Section 6 of this Agreement. CMS does not provide CEUs or CMEs for the SATT COURSE. Should UNTHSC desire CEUs or CMEs, it is UNTHSC's responsibility to provide them at its sole expense.

### SECTION 2. TERM

The SATT COURSE shall be conducted from 06/28/2022 to 07/01/2022 with a set up day starting at 10:00 AM on 06/27/2022.



### SECTION 3. CONSIDERATION

#### A. SATT COURSE FEE

As consideration for conducting the SATT COURSE, UNTHSC shall pay CMS an SATT COURSE Fee of USD \$70,000.00. This Fee is net of all taxes. The SATT Course fee includes 4 days of instruction, a setup/run through day, and preparation meetings with the Event Manager as well as instructor preparation and travel time.

#### B. EXPENSES.

UNTHSC shall reimburse CMS for all reasonable expenses incurred by CMS and its employees, agents and representatives, hereinafter referred to as CMS Faculty Member, in the performance of this Agreement. Such expenses shall include, but be not limited to, those incurred for air travel to and from the UNTHSC facility, all ground transportation, and rooms at a superior hotel with internet service as well as other expenses for items such as course materials, shipping, copying and postage.

Some amounts charged to UNTHSC shall be for the actual amount of expenses incurred while other expenses will be included as part of a per diem charged for each CMS Faculty Member teaching at UNTHSC.

Expenses to be charged to UNTHSC and reimbursed to CMS at the actual cost incurred:

- Air Travel.  
UNTHSC will be charged for the actual cost of coach airfares, including baggage fees and internet service, for each CMS Faculty Member teaching in the SATT COURSE at UNTHSC. Receipts will be provided showing airfares including baggage fees and for internet service.
- Lodging.  
UNTHSC will be charged the actual cost of lodging, including internet service, at a superior level hotel for each CMS Faculty Member teaching in the SATT COURSE at UNTHSC. Receipts will be provided showing hotel fees including internet charges.
- Other SATT COURSE Expenses.  
UNTHSC will be charged the actual cost of postage, shipping, supplies, copying, and other miscellaneous SATT COURSE related expenses. Receipts will be provided for these items.

Expenses to be included as part of a \$75.00 per diem charged to UNTHSC and reimbursed to CMS for each CMS Faculty Member teaching in the SATT COURSE at UNTHSC:

- All meals, other than those provided by UNTHSC, snacks, parking, ground transportation, incidentals and other CMS Faculty Member related expenses, unless otherwise noted as being reimbursed to CMS at the actual expense incurred. No receipts will be provided for expenses covered by the Per Diem.

It is understood by UNTHSC that the actual dates charged for lodging and per diem will not directly correspond to the actual dates of the SATT COURSE. CMS Faculty Members may need to travel a few days before the set-up day and return home the day after the SATT COURSE ends. The Per Diem will be charged starting the day a CMS Faculty member leaves his/her home through, and including, the day he/she arrives home.



#### C. TAXES AND FEES.

UNTHSC acknowledges that the listed SERVICES FEE of USD \$70,000.00 is net of all taxes. Further, UNTHSC understands, and agrees, that it shall be solely responsible for payment to the governments and agencies of and within the state the SERVICES are provided for any and all taxes and fees that may be owed by CMS or UNTHSC on the SERVICES FEE charged by CMS under this Agreement. If required, UNTHSC shall be solely responsible and incur the cost of any withholding taxes.

#### D. PAYMENT.

- Amount due at Agreement Signing. The first SATT COURSE Fee payment, which shall also serve as a non-refundable deposit, of USD \$40,000.00 is due at the signing of this Agreement.
- A second SATT COURSE Fee payment of USD \$30,000.00 is within 30 days after the conclusion of the SATT COURSE.
- CMS shall submit all outstanding expenses after the completion of the SATT COURSE and full reimbursement for such expenses in US Dollars shall be due to CMS within 30 days of their receipt by UNTHSC

Invoices for the SATT COURSE FEE and expenses shall be sent to:

[Invoices@untsystem.edu](mailto:Invoices@untsystem.edu).

### SECTION 4. CANCELLATION POLICY

#### A. CANCELLATION.

Any cancellation of the SATT COURSE under this Agreement shall be made in writing, delivered by certified mail or express parcel service to the appropriate contact person pursuant to Section 13 of this Agreement, and shall be effective upon the date of receipt, or first business day thereafter if received on a weekend or holiday.

#### B. REFUND.

There shall be no refunds or forgiveness of any payments that have been made or that have become due under this AGREEMENT.

### SECTION 5. RELATIONSHIP

This Agreement is not intended to create and shall not be construed as creating any relationship between the parties other than that of independent entities contracting for the purposes of effecting the provisions of this Agreement. Neither party nor its representatives shall be construed to be the partner, associate, affiliate, joint venture, agent, employer, employee or representative of the other. As such, CMS reserves the right to control its own description, depiction and image and that of its SATT COURSE content in all publicity and marketing Materials. **All marketing materials, whether in printed or electronic format, for the SATT COURSE, including wording, logo use and design must be approved in writing by the Chief Operating Officer of CMS prior to printing and/or placement on websites and/or placement/distribution through social media channels.**



## SECTION 6. COPYRIGHT

Any and all materials, printed, visual or in electronic format (“SATT COURSE Materials”), provided by CMS to UNTHSC in connection with conducting the SATT COURSE constitute copyrighted intellectual property of CMS unless indicated otherwise.

During the Term of this Agreement, CMS grants to UNTHSC a non-exclusive, non-transferable, and fully paid license to use SATT COURSE Materials for the purposes of facilitating the successful provision of the SERVICES set forth in this Agreement. CMS further grants UNTHSC a non-exclusive, non-transferable, and fully paid license to use SATT COURSE Materials for internal training. UNTHSC is specifically prohibited from using SATT COURSE Materials in any course with non UNTHSC participants and/or where a fee or tuition is charged to anyone for attendance or for which payment in kind of any type is received. UNTHSC further agrees to respect the ownership rights of said material and credit CMS, as appropriate, on all such materials used in internal UNTHSC training. Except as otherwise specifically stated herein, no rights or license, express or implied, in or to SATT COURSE Materials or any CMS intellectual property, including any patents, copyrights or trademarks are granted to UNTHSC by virtue of this Agreement. UNTHSC shall not publish any SATT COURSE Materials without the prior written consent of CMS which consent shall be in writing by either the Executive Director or Chief Operating Officer of CMS. The parties acknowledge and agree that the disclosure of CMS’ SATT COURSE Materials or any CMS intellectual property may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that CMS may be entitled to an injunction in the event that UNTHSC violates or threatens to violate the provisions of this Section or any other sections referring to SATT COURSE Materials or CMS Intellectual Property and that no bond will be required.

## SECTION 7. INDEMNIFICATION

Each party shall hold harmless the other, its trustees, officers, professional staff, employees and agents from and against any loss, cost, damage, expense, claim or liability (collectively, “Liabilities”), including reasonable attorneys’ fees, arising out of or related to this Agreement to the extent that such Liabilities arise from the negligence or misconduct of the indemnifying party, its trustees, officers, professional staff, employees or agents.

## SECTION 8. ASSIGNMENT

Neither party shall assign, subcontract, or otherwise transfer its rights or delegate its obligations under this Agreement without both parties’ prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

## SECTION 9. ENTIRETY

This Agreement encompasses the entire understanding of the parties with respect to the subject matter hereof and will supersede all previous communications, representations or understandings, oral or written, between the parties relating to the subject matter hereof. Any change to this Agreement will be valid only if the change is made in writing and approved by the authorized representatives of both parties.



**SECTION 10. SEVERABILITY**

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable or in conflict with any law of a federal, national, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of the provisions shall remain fully valid and enforceable.

**SECTION 11. WAIVER**

The failure of a party to enforce any provision in this agreement shall not be deemed a waiver of such right.

**SECTION 12. MODIFICATION**

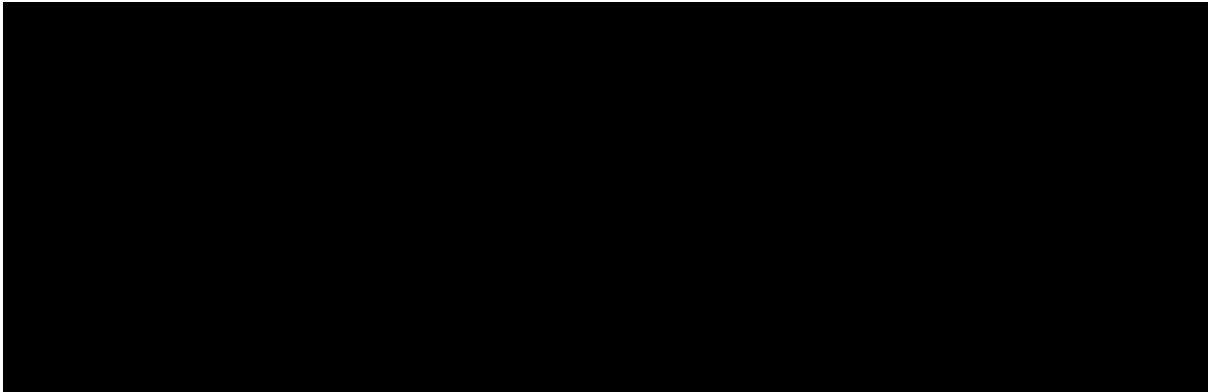
This Agreement can be modified or amended only in writing and signed by the authorized representatives of both parties.

**SECTION 13. NOTICES**

All administrative, contractual and business notices required by this Agreement shall be made in writing and delivered to:

For CMS:

For UNTHSC:



**SECTION 14. APPLICABLE LAW AND CHOICE OF FORUM**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and of the United States of America. All disputes arising out of or related to this Agreement shall only be brought before a proper state court Suffolk County, Massachusetts, or proper federal court in the Commonwealth of Massachusetts.

**SECTION 15. COUNTERPARTS; ELECTRONIC DELIVERY**

This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument even if both parties have not executed the same counterpart. Signatures provided by electronic delivery, such as facsimile or email, shall be deemed to be original signatures.



SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

For CMS:

For UNTHSC:



12/17/2021

DATE

12/17/2021

DATE

HSC Contract #2022-0288



## APPENDIX A

### Simulation as a Teaching Tool: Instructor Training

Target Audience: This SATT COURSE is intended for educators who teach clinical, behavioral, and cognitive skills using medical simulation.

Purpose: This SATT COURSE draws from the disciplines of aviation, health care, psychology, experiential learning, and organizational behavior to explore a variety of simulator-based teaching methods. These methods are applicable across the health-profession educational spectrum, including undergraduate and graduate medical, nursing and allied health domains.

Format: The workshop combines didactic and experiential learning with practice and feedback to focus on using simulation to teach critical thinking and crisis management.

Topics include:

- Building a challenging and safe learning environment
- Utilizing effective debriefing techniques and avoiding ineffective ones
- Preparing, building, conducting and debriefing high-fidelity simulation scenarios



## APPENDIX B HOSTING LOGISTICS

### 1. GENERAL:

- A. UNTHSC shall coordinate with the SATT Course Director or designate to develop and implement a HOSTING LOGISTICS plan with regards to SATT COURSE scheduling, people, space, equipment, supplies, SATT COURSE Materials, food and entertainment that includes the logistics items outlined in this APPENDIX B.
- B. UNTHSC will appoint an onsite Event Manager who shall be responsible and have the authority to ensure that all of the HOSTING LOGISTICS items as outlined in this APPENDIX B are carried out. This individual will be a graduate of a Healthcare Simulation Essentials: Design and Debriefing Course (HSEDD) or Simulation as a Teaching Tool (SATT) Instructor Course.
- C. Questions regarding SATT COURSE content, coordination of HOSTING LOGISTICS and other technical questions related to the teaching and the delivery of the SATT COURSE by UNTHSC and its Event Manager should be directed to [REDACTED]. All administrative, contractual and business notices required by this Agreement shall be made in writing and delivered to Gary M. Rossi as specified in "Section 13 Notices" of this Agreement.
- D. Prior to each SATT COURSE day the Event Manager shall inspect the facilities to be used that day and shall ensure that all resources (people, equipment, rooms, supplies, SATT COURSE Materials and food) are available and in working order.
- E. 2 weeks prior to the start of the SATT COURSE, the Event Manager will provide CMS with a list of attendees containing the following information:
  1. Name (First and Last)
  2. Address
  3. Primary phone number
  4. Email address
  5. Company
  6. Job Title
  7. Specialty

After the first day of the SATT COURSE, the Event Manager will provide CMS with an updated attendee list.

### 2. CLASSROOM AND INSTRUCTIONAL SPACE:

- A. UNTHSC will ensure that there is adequate classroom, meeting/debriefing and simulation space available to host the SATT COURSE.





3. AUDIO-VISUAL

- A. UNTHSC will ensure that there is adequate audio-visual equipment available to host the SATT COURSE.

4. SIMULATION

- A. UNTHSC will ensure that there is adequate simulation space, equipment and supplies available to host the SATT COURSE.

5. SUPPLIES

- A. UNTHSC will ensure that there are adequate office supplies and equipment available to host the SATT COURSE.

6. CATERING

- A. Host site will provide/arrange for the following:
1. Lunch for faculty and staff on the set-up day.
  2. A continental breakfast and lunch for faculty, staff and attendees each day.
  3. Snacks and refreshments available throughout the day.
  4. A reception for attendees and faculty with hors d'oeuvres and refreshments on the first evening of the course.
  5. Dinner at a local restaurant for faculty, staff and attendees on the third evening of the course.
- B. All catering is to be provided at no cost to faculty, staff and attendees except that, at the host's discretion, the dinner may be arranged as a pay if you go event.

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** Payment will be made in accordance with the terms of University’s purchase order. Vendor 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.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims against University.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

**Travel Expenses.** In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Insurance.** University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

**HIPAA.** The parties understand and agree that this Agreement may be subject to the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

**Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.**

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT WORTH**



HSC Contract # 2022-0288

## **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.