

AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
AND
UT PHYSICIANS

This Amended and Restated Professional Services Agreement ("Agreement") is made and entered into on April 1, 2015 ("Effective Date"), by and between UT Physicians ("UTP"), a not-for-profit healthcare corporation organized under the laws of the State of Texas, with its principle office located at 6410 Fannin Street, Suite 1500, Houston, Texas 77030 and The University of Texas Health Science Center at Houston, on behalf of its Department of Safety, Health, Environmental & Risk Management ("University"), an state institution of higher education, governed by the Board of Regents of The University of Texas System.

WHEREAS, the parties executed a Professional Services Agreement for certain environmental health and safety services effective June 1, 2009 ("2009 Agreement"), and the parties mutually desire to amend the 2009 Agreement by replacing it in its entirety with this Agreement; and

WHEREAS, UTP operates clinics located in and around the greater Houston area, and

WHEREAS, UTP is in need of certain environmental health and safety services and desires to contract for such services, and

WHEREAS, University is competent to provide such services and desires to work with UTP and its staff.

NOW, THEREFORE, University and UTP agree that the following terms and conditions shall govern this Agreement.

1. Responsibilities of University

University, upon request, shall provide the following services to UTP and its clinics operated in and around the Greater Houston area:

- Employee orientation and training regarding environmental health and safety issues;
- Assistance with radiation safety permitting and any amendments thereto;
- Perform radiation safety surveys, as applicable;
- Perform routine fire and life safety surveillance (i.e., the presence and operability of fire extinguishers);
- Provide assistance during any inspection by Federal, State, or other regulatory bodies;
- Provide disposal for chemical, biological, or radioactive wastes;
- Assist with emergency preparedness and response;
- Provide access to Safety Data Sheets ("SDS");
- Perform exhaust hood operational checks, including minimum flow verification;
- Perform indoor air quality evaluations;
- Perform asbestos monitoring and notification of results;
- Address UTP employee environmental health and safety concerns such as reproductive health relating to certain exposures;
- Provide template regulatory documents to be completed by UTP as necessary;

- Perform injury/exposure investigations and conduct intervention programs. Track injury/exposure incidents;
- Perform College of American Pathologists (“CAP”) and Clinical Laboratory Improvement Act (“CLIA”) program oversight and compliance activities including:
 - Provide general administration and oversight of the CLIA certificates at all applicable UTP clinics;
 - Provide quality control monitoring services as required for CLIA certificates for laboratory testing, necessary for some UTP clinics;
 - Administrate CAP proficiency testing and manage all associated paperwork;
 - Maintain a list of waived and moderate tests utilized at UTP clinics;
 - Assist with the standardization of point of care equipment and devices used in UTP clinics;
- Enact the University Emergency Management Plan as it pertains to UTP during emergencies and provide template local emergency plans for the various UTP offices and clinics;
- Provide surge capacity safety services in times of community based disease outbreaks that affect UTP clinic operations;
- Perform routine surveillance and monitoring of UTP clinics to identify potential environment health and safety concerns and notify UTP as appropriate; and
- Perform loss prevention (facility condition) assessments at UTP clinics.

The parties acknowledge and agree that the following services are specifically excluded from this Agreement (list is not all inclusive):

- Fee for licenses, certifications, and registrations;
- Medical physicist evaluations of X-Ray units and shielding design;
- Costs of protective equipment and waste (sharps) containers;
- Insurance premiums;
- Facility related costs, such as licensed contractor required testing of fire suppression and detection systems;
- Asbestos and/or lead abatement costs;
- Any repairs to correct problems identified by University;
- Costs for maintaining CLIA certificates; and
- Costs for recovery from spills (e.g., persistent contamination).

2. Responsibilities of UTP

UTP shall:

- Provide University access to its facilities, equipment, books, records, and staff as necessary in order for University to perform the services contemplated under this Agreement;
- Routinely provide an updated list of all UTP clinic locations; and
- Be responsible, at its sole cost and expense, for correcting any environmental health and safety concerns identified by University under this Agreement.

3. Payment

For the services provided hereunder UTP shall pay University the sum of Three Hundred Eighty Thousand Dollars (\$380,000). UTP shall pay University in equal monthly installments of Thirty-One Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$31,666.67). University shall submit monthly invoices to UTP and UTP shall pay University the amount due within fifteen (15) days of receipt of the invoice. The compensation due hereunder shall be increase by three percent (3%) on April 1 of each subsequent year.

4. Term and Termination

This Agreement shall become effective as of the Effective Date and shall continue in effect, unless terminated as provided for below. The parties agree to conduct a review of the services provided hereunder and at such time may renegotiate in good faith such terms as may be appropriate.

This Agreement may be terminated prior to its expiration date as follows:

- a. on a date mutually agreed to in writing by both parties;
- b. by either party, without cause, by giving one hundred eighty (180) days prior written notice to the other party; or
- c. upon default, provided that the non-defaulting party gives written notice of the default to the other party and such party fails to cure the default within a period of sixty (60) after receipt of written notice from the non-defaulting party.

5. Miscellaneous Provisions

5.1 Independent Contractor

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing.

5.2 Amendment

No amendment to this Agreement shall be valid unless reduced to writing and signed by both parties.

5.3 Compliance

Both parties shall comply with all Federal and State regulations and laws related to all services that it provides.

5.4 Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of the other party. Any attempted assignment or transfer by either party of its obligations without such consent shall be void.

5.5 Hold Harmless

UTP shall indemnify and hold University, The University of Texas System, their regents, officers, agents, and employees harmless from liability resulting from the negligent acts or omissions of UTP, its directors, offices, agents, and employees

5.6 Notices

All notices which are, or may be required to be given by any party to the other party in connection with this Agreement, shall be in writing and shall be deemed

to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To University: The University of Texas Health Science Center at Houston
Department of Safety, Health, Environment & Risk Management
1851 Crosspoint, Suite 1.330
Houston, Texas 77054
Attn: Robert Emery, DrPH

With a copy to: The University of Texas Health Science Center at Houston
Office of Legal Affairs
7000 Fannin Street, Suite 1460
Houston, Texas 77030

To UTP: UT Physicians
6410 Fannin Street, Suite 1500
Houston, Texas 77030
Attn: Andrew Casas

5.7 Governing Law

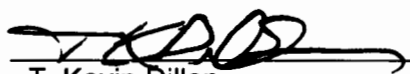
This Agreement shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or conditions.

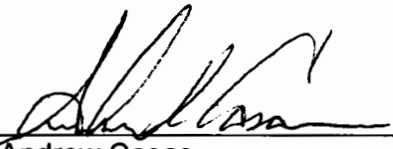
5.8 Entire Agreement

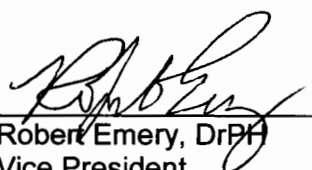
This Agreement represents the entire and only agreement between the parties relating to the Program, and supercedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

UT PHYSICIANS

By: 
T. Kevin Dillon
Sr. Executive Vice President, Chief Operating
and Financial Officer

By: 
Andrew Casas
Chief Operating Officer

By: 
Robert Emery, DrPH
Vice President
Safety, Health, Environment & Risk Management