

ATTACHMENT II

Addendum A **Scope of Work, Deliverables and Reimbursement Schedule**

Sponsor: Patient Centered Outcomes Research Institute (PCORI)

Contract Number: IHS-2022C1-26114

Project Title: The Missing Pieces Trial: A Multi-Site Pragmatic Comparative Effectiveness Trial of Interventions to Support Parents After Their Child's Unexpected or Traumatic Death

Project Period: 06/01/2023-08/31/2029

Budget Period for this PSA: 02/01/25 to 05/30/2028

Budget for Entire Project Period: \$25,000

Site's Obligations.

Statement of Work:

- Coordinate with study team partners and Dr. Michelson to participate in Collaborator (stakeholder team) meetings (to occur approximately quarterly with up to four additional meetings as needed).
- Coordinate with study team partners from Missing Pieces and Dr. Michelson to develop a standard operating procedure for referring Parent/Caregivers of pediatric cases to Missing Pieces
- Provide input to study team partners and Dr. Michelson on Medical Examiner and Coroner office staff surveys and interviews developed for evaluating the interventions and the study.
- Coordinate with partners from Missing Pieces and Dr. Michelson to develop and implement a process for sharing data that includes publicly available information about pediatric case patients as well as:
 - Documentation about whether Parent/Caregivers of pediatric cases were asked if they would like to be referred to Missing Pieces, and
 - Whether Parent/Caregivers gave their verbal permission to be referred to Missing Pieces.
- Extract requested data and share with study team monthly.
- Optional: Share with study team partners from Missing Pieces and Dr. Michelson and newly discovered information about grief and bereavement resources to support people after pediatric death.
- Optional: Participate in manuscript writing groups (with colleagues from the study team and any of the stakeholder advisory team groups)
- Optional: Present information about the project at relevant conferences
- Optional: Help with dissemination to professional organizations, community organizations, or media results of the project

Data Sharing:

The Data to be shared will consist of:

- For eligible cases (if applicable and available), date of death, cause of death (if known), age, sex, race and ethnicity, ZIP code, address of case and/or incident, hospital transport, and if any of the following occurred: suicide note, gunfire, heat exposure or cold exposure.

- For each eligible case the medical examiner or coroner office will note if information about Missing Pieces was given to the parents/caregiver of the case, if the parents/caregivers of the case were asked if they would like to be referred to Missing Pieces, and if the parent/caregiver gave oral permission to be referred to Missing Pieces.
- The above-described data will be uploaded to secure ShareFile folders hosted by Lurie Children's Hospital and shared with UChicago researchers to secure servers in the Ob/Gyn department for analysis.

Deliverables for the 02/01/25 to 05/31/28 period

- Attend Collaborator Meetings. Quarterly for the project.
- Finalized Standard Operating Procedure for referring Parent/Caregivers of pediatric cases to Missing Pieces.
- Provision of input in the development of the ME/Coroner Office survey and interview instruments.
- Refer Parent/Caregivers to Missing Pieces through the completion of the online referral mechanism.
- Extract requested data and share with study team per Data Sharing section.

Reimbursement Schedule:

For this Purchase Services Agreement, the following schedule will be observed:

Upon completion of the following items during the period from signing this agreement through 5/30/2025 Organization will receive \$5,000

- Attendance at Collaborators Meeting (approximately quarterly)
- Finalized Standard Operating Procedure for referring Parent/Caregivers of pediatric cases to Missing Pieces
- Refer Parent/Caregivers to Missing Pieces through the completion of the online referral mechanism.
- Extract requested data and share with study team per the signed agreement.

From 6/1/2025 through 5/30/26 Organization will receive \$5,000 twice per year upon completion of the following:

- Attendance at Collaborators Meeting (approximately quarterly)
- Refer Parent/Caregivers to Missing Pieces through the competition of the online referral mechanism.
- Extract requested data and share with study team per the signed agreement.

From 6/1/2026 through 5/30/28 Organization will receive \$2500 twice per year upon completion of the following:

- Attendance at Collaborators Meeting (approximately quarterly)
- Refer Parent/Caregivers to Missing Pieces through the competition of the online referral mechanism.
- Extract requested data and share with study team per the signed agreement.

Purchased Services Agreement

This Agreement is effective as of 02/01/2025 ("Effective Date"), by and between DuPage County ("Organization") and Ann & Robert H. Lurie Children's Hospital of Chicago ("Lurie Children's") for the services of the Organization.

RECITALS

WHEREAS, Organization is a medical examiner's office which provides Services noted below;

WHEREAS, Ann & Robert H. Lurie Children's Hospital of Chicago ("Lurie Children's") has secured funding for a project led by Dr. Kelly Michelson, the principal investigator ("PI") entitled, **The Missing Pieces Trial: A Multi-Site Pragmatic Comparative Effectiveness Trial of Interventions to Support Parents After Their Child's Unexpected or Traumatic Death,** further described at Addendum A;

WHEREAS, Lurie Children's desires to engage Organization to perform the Services, in connection with certain research upon terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and obligations of the parties hereto, Lurie Children's and Organization hereby agree as follows:

I. OBLIGATIONS

1.1 Organization Staff/Services. During the term of this Agreement and subject to the provisions of this Agreement, Organization shall provide Services as more specifically described in Addendum A, attached hereto and made a part of this Agreement (the "Services").

1.2 Payment and Employment Policies. Organization shall have sole responsibility for (i) establishment and payment of all wages, salary and other forms of compensation for Staff considered, (ii) payment of all withholding and applicable federal, state and local taxes and employer payments, including unemployment and workers compensation insurance premiums related to Staff/Services, and (iii) establishing all personnel policies and employee benefit programs for Staff.

II. OBLIGATIONS OF Organization and Lurie Children's

2.1 Provision of Space, Equipment and Supplies. Organization shall provide a suitable workplace that complies with all applicable safety and health standards, statutes and ordinances and shall provide and maintain the space, equipment, staff and supplies necessary to render the Services.

2.2 Compliance with Law. Organization covenants and agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances applicable to it, including research regulations and guidelines.

2.3 Compensation. As compensation to Organization for all Services hereunder, Lurie Children's shall pay the rates established at Addendum A. Compensation may be adjusted by mutual agreement of Lurie Children's and Organization.

Invoices may be submitted to:

Attn: Dena Fasheh

Email: missingpiecestrial@luriechildrens.org

Final invoice must be received no later than 30 days of Purchased Services Agreement end date for inclusion in Lurie Children's invoices to PCORI.

2.4 Data Sharing. Organization and Lurie Children's agree that the case level information shared with Lurie Children's may include, if applicable and available, the following information: personally identifiable information including case name, date of death, date of birth or age, case sex, zip code, address, hospital transport, race and ethnicity, cause of death, suicide note, gunfire, heat exposure or cold exposure and for parents or legal representatives who provide verbal permission to be referred to Missing Pieces, parent or legal representative contact information ("Organization Data") provided via the Missing Pieces online referral system. Lurie Children's hereby agrees that it (a) Will use the Organization Data only for purposes of the Project, (b) Will not use or further disclose the Organization Data other than permitted by this Agreement or as required by law; (c) will use appropriate safeguards to prevent the use or disclosure of the Organization Data other than as permitted in this Agreement; (d) will report to Organization any use or disclosure of the Organization Data that is not permitted by this Agreement of which it becomes aware; (e) will ensure that any of its agents or subcontractors to whom it provides the Organization Data agrees in writing to the same restrictions and conditions that apply to Lurie Children's and (f) will not identify the individuals or contact the individuals who are subject of the Organization Data other than as required for the Project.

III. TERM AND TERMINATION

3.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date for services provided from **02/01/2025 through 05/30/2028** ("Term").

3.2 Termination for Cause. Either Organization or Lurie Children's may terminate this Agreement upon the failure of the other party to comply with, or to cure any breach of or default under, any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the material term, condition or covenant which has not been performed or which has been breached by the other party.

3.3 Termination Upon Notice. Either Organization or Lurie Children's may terminate this Agreement without cause upon sixty (60) days' written notice to the other party.

3.4 Effect of Termination. Upon termination, each party shall continue to be liable for any obligations arising, liabilities accrued or for amounts payable for services provided pursuant to this Agreement prior to termination. In the event that this Agreement is terminated for any reason before the end of the Term of this Agreement, then the parties shall not enter into any type of agreement or arrangement with each other with respect to the Services that are the subject of this Agreement prior to the next anniversary of the start date of the services provided under this Agreement.

GENERAL PROVISIONS

4.1 Audit. Institution shall maintain and have available for audit and inspection all administrative and financial documents, and all other records pertinent to the financial costs allocated to this agreement for a period of three years following the termination date except that, if an audit is initiated before the expiration of the three-year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by Lurie Children's and its designated representatives at all reasonable times during the life of the grant and for three years thereafter.

Any costs reimbursed by Lurie Children's which are subsequently found to be disallowed under audit shall be refunded to Lurie Children's by Organization.

4.2 Indemnification. Organization shall protect, indemnify and save Lurie Children's harmless from and against any damage, cost or liability for any and all injuries to person or property arising from negligent acts or omission of Organization, its employees, agents or subcontractors, in performance of this project.

Lurie Children's shall protect, indemnify and save Organization harmless from and against any damage, cost or liability for any and all injuries to person or property arising from negligent acts or omission of Lurie Children's, its employees, agents or subcontractors, in performance of this project.

4.3 Relationship of Parties. The relationship between Organization and Lurie Children's for purposes of this Agreement shall be that of an independent contractor and not of employment or partnership, and, neither party is an agent of the other. By entering into this Agreement, neither party to this Agreement is, in any way, assuming any liabilities, debts or obligations of the other party, whether now existing or hereafter created.

4.4 Confidentiality. Lurie Children's and Organization shall comply with all applicable confidentiality laws, statutes and regulations, and shall take reasonable precautions to protect the confidentiality of all business, financial or other information of any other party to which it obtains access in the course of or as a result of performing pursuant to this Agreement.

4.5 Assignment. Nothing contained in this Agreement shall be construed to permit the assignment or delegation by either party of any rights or obligations under this Agreement and such assignment is expressly prohibited without the prior written consent of the other parties to this Agreement.

4.6 Severability. If any term, covenant or condition of this Agreement or the application of this Agreement to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of this Agreement and the applications of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

4.7 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to its conflicts of laws provisions, and the exclusive venue for any disputes arising under this Agreement shall be the state and federal courts located in Cook County, Illinois.

4.8 Modification. This Agreement shall not be modified or amended except by a written document executed by all parties to this Agreement.

4.9 Headings. The section headings set forth in this Agreement are for purposes of convenience only and shall have no bearing whatsoever on the interpretations or actual content of the Agreement.

4.10 Notices. All notices which either party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by sending such notice to the other party at the following address, postage prepaid, in the United States mail; sending by overnight national courier such as FedEx or UPS or by delivering the notice personally to the other party.

DuPage County
421 N. County Farm Road
Wheaton, IL 60187
Email: Judith.Lukas2@dupagecounty.gov

Ann & Robert H. Lurie Children's Hospital
of Chicago
225 E. Chicago Avenue, Box 205
Chicago, IL 60611
Email: ospawards@luriechildrens.org

4.11 Non-Waivers. No waiver by either party of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or of any other provision, covenant or condition. All rights and remedies granted or referred to this Agreement are cumulative. Resort to one shall not preclude resort to another or any other right or remedy provided by the law.

4.12 Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assigns.

4.13 Further Actions. Each party agrees that it shall execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms of this Agreement.

4.14 Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and other communications regarding the subject matter hereof, whether written or oral.

4.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute a single agreement.

4.16 Survival. Those provisions of this Agreement which by their language or nature are intended to survive the termination or expiration of this Agreement shall so survive.

4.17 Use of Name. No party shall use the name, logo, trademark, trade name or likeness (each a "Party Trademark") of any other party in any advertising or marketing materials without the prior written consent of the applicable party who owns or controls such Party Trademark, which consent shall not be unreasonably withheld.

4.18 No Conflict. Each party represents and warrants that it is not bound by any agreement or arrangement that would preclude the party from entering into, or fully performing under this Agreement.

4.19 Acknowledgement. Lurie Children's agrees to appropriately acknowledge the Organization's contribution in any publication reporting use of it.


V. Compliance. Organization and Lurie Children's shall comply with U.S. federal policies and regulations on the protection of human subjects and animal subjects. In addition to ensuring that these requirements are met initially, Organization agrees to monitor for continued compliance with these regulations. Organization further warrants and represents that a current Institutional Assurance is on file with the appropriate U.S. federal governmental agency(ies).

[Signatures appear on the following page.]

In Witness Whereof, the parties have duly executed this Agreement as of the date set forth above.

Organization

Ann & Robert H. Lurie Children's Hospital
of Chicago


(signature)

Judith Lukas


Printed Name

DuPage County Coroner

Title

02/07/2025

Date


(signature)

Charles Maris

Director of Office of Sponsored Programs
Title

3/3/2025

Date

Invoicing Schedule: Bi-annually