**University Hospital Services Agreement**

This Agreement is made by and between The Board of Trustees of the University of Alabama acting for the University Hospital (“Hospital”) and (hereinafter individually or collectively called “Contractor.”)

# Section I-Specific Conditions

## Services and Deliverables. This Agreement is for the Contractor to furnish the services related to (“Services”). A complete description of the Services, a designation of the individuals furnishing Services under this Agreement, and the deliverables are set forth in Exhibit A.

## Compensation. The compensation for the Services is set forth in Exhibit B.

## Warranties. Contractor warrants that the Services will be furnished in a professional and workmanlike manner and in accordance with all federal and state laws governing the furnishing of such services. If the Services involve consulting or advisory services, Contractor warrants that the content of the consulting/advisory Services will comply with and reflect all relevant federal and state laws, including laws applicable to the Medicare and Medicaid programs.

## Effective Date, Term and Termination. This Agreement shall become effective on and shall remain in effect for a period of , until . Thereafter, the Agreement may be renewed for additional one-year terms by the mutual written consent of the parties. The Agreement may be terminated, with, or without cause, by either party furnishing days’ written notice to the other. Upon termination, contractor shall be paid for the Services furnished through the date of termination. Any fees paid in advance will be prorated and returned to the Hospital.

## Notices. Notices required under this Agreement (including notifications on discounts as provided in Section 1.2) must be forwarded to the contacts listed below by registered mail or next day delivery.

## If to Hospital: University Contracts Office

UPS/Fed Ex:

620 Administration Building

Birmingham Alabama 35294

US postal:

  University Contracts

1720 2nd Ave S

Birmingham Al 35294

AB 921

With copy to:

Department Representative

Address and Phone

If to Contractor:

Representative

Address and Phone

**Section II-General Terms and Conditions**

**2.1 Governing Law.** The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

**2.2** **Resolution of Disputes.** The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama. UAB, as a division of The Board of Trustees of the University of Alabama, is a state agency and cannot waive immunity conferred on it by *Ala. Const.* Art. I § 14.  The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74).

2.3 **Loss of Funding.**  Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Alabama State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

* 1. **Representations by Contractor.** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
  2. **Federal Healthcare Participation Certification.** Contractor represents and warrants that Contractor and any of its directors, officers, employees, or agents providing services under this Agreement: *(a)* are not “sanctioned persons” under any federal or state program or law; *(b)* have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; *(c)* have not been listed on the General Services Administration’s List of Parties Excluded individuals or entities; *(d)* have not been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; and (e*)* have not been convicted of a criminal offense related to health care. Company shall immediately notify Facility in the event that Contractor is no longer able to make such representations, and Facility may upon five (5) business day’s written notice terminate this Agreement.
  3. **HIPAA Compliance**. In the performance of the work provided under this Agreement, Contractor agrees to abide by all of the applicable provisions of the Health Insurance Portability and Accountability Act (“HIPAA”), 45 C.F.R. Parts 160, 162, and 164. Additionally, Contractor agrees to sign a business associate agreement in accordance with HIPAA in the event that one is required based upon the products and services provided to University.
  4. **Proprietary and Confidential Information**. Contractor acknowledges and agrees that information supplied by University to Contractor under this agreement that is marked “proprietary” (“Proprietary Information”) are proprietary to the University. Contractor will hold all Proprietary Information in strict confidence. Accordingly, Contractor’s acceptance and use of any Proprietary Information, which may be supplied by the University under this Agreement, shall mean that Contractor agrees to not to reveal the Proprietary Information to others without written permission of the University, unless the Proprietary Information: (i) has already been disclosed publicly by third parties, who had the right to disclose the information; (ii) is received from a third party without limitation on disclosure; (iii) was previously known or subsequently independently discovered by Contractor without the benefit of the disclosure of the Proprietary Information by the University as evidenced by Contractor’s written records, or (iv) is required to be disclosed by order of a court of law or other governmental authority. No express or implied licenses or other rights are provided to Contractor under any patents, patent applications, trade secrets, know how, or other proprietary rights of University. Contractor shall not use any material or other proprietary rights of University to perform internal research or development, to perform contract research or development, to screen compound libraries, to develop, produce, or manufacture products for sale, or to conduct research activities that result in any sale, lease, license, or transfer of the material or Proprietary Information. Contractor covenants and agrees to not assert any intellectual property rights in the Proprietary Information. The restrictions on use and disclosure of the Proprietary Information shall expire five (5) years after disclosure.
  5. **Alabama Tax Certification (Applicable to Agreements for the purchase or lease of tangible personal property).** In accordance with Section 41-4-116 of the Code of Alabama, by accepting this agreement, Contractor certifies that Contractor is appropriately registered to collect and remit sales, use, and lease tax on all taxable sales and leases of personal property in Alabama and that Contractor is not barred from bidding for or entering into a contract pursuant to Section 41-4-116 and that Contractor acknowledges that University may declare the Agreement void if this certification is false.
  6. **Compliance with Laws***.*Contractor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and contractor's activities undertaken pursuant to this agreement. The contractor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to contractor's activities and operations hereunder. Contractor represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by contractor will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of 1974. The furnishing of materials, supplies, equipment or services to any UABHS facility under this purchase order, contract, requests or construction specification constitutes assurance by the contractor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, dated September 28, 1965, as amended (Equal Opportunity Employment), issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the Civil Rights Act of 1964.The parties understand that this agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the contract includes furnishing of services at a cost or value of $10,000 or more over a twelve-month period.
  7. **Liability.** Each party shall be responsible for any and all liability resulting from the acts and/or omissions of their respective directors, officers, employees, agents and contractors. Except as set forth in Section 2.9, neither party shall be responsible for any liability resulting from the acts and/or omissions of the other party’s directors, officers, employees, agents and contractors. The Hospital carries insurance in sufficient amounts to cover its activities under this Agreement.

## Contractor Indemnification. The contractor hereby covenants and agrees to indemnify and hold harmless the Hospital and its officers, agents, and employees from and against any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the contractor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The contractor also covenants and agrees to hold the Hospital harmless from and against all judgment costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against Hospital by reason of any such claim, the contractor upon notice from Hospital will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of Hospital.

## Contractor Insurance. Contractor shall, at its own expense, maintain insurance of such types and in such amounts necessary to cover its activities under this Agreement. Workers compensation, employer liability and commercial general liability are required for each Agreement. Other types of insurance are only required if expressly stated by Hospital. Minimum types and amounts of insurance are set forth below:

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| --- | --- |
| **Type of Insurance:** | **Minimum Limits of Liability Required:** |
| Workers’ Compensation | Statutory – Alabama |
| Employers Liability | $2,000,000 (each employee, each accident and policy limit) |
| Commercial General Liability (on a form no more restrictive than Insurance Service Office Form CG 00 01 07 98 or its subsequent revisions):  Each Occurrence  Personal and Advertising Injury  Products/Completed Operations  General Aggregate (Per Location)  Including Additional Insured endorsement CG 2026 | $2,000,000  2,000,000  2,000,000  2,000,000 |
| Automobile Liability including Garage-keepers legal liability if appropriate (all owned, hired and non-owned vehicles) | $2,000,000 each accident – combined single limit |

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. Defense costs should be payable in addition to the policy limits with the exception of Professional Liability and Environmental Impairment Liability if indicated. IF ANY COVERAGE IS PROVIDED ON A CLAIMS MADE FORM, THE COVERAGE MUST BE MAINTAINED FOR A MINIMUM OF THREE YEARS BEYOND THE EXPIRATION OF THIS AGREEMENT.

The Board of Trustees of the University of Alabama, the UAB Health System and their trustees, directors, officers, employees, and agents shall be named as additional insured’s on the general and, if applicable, auto liability policies. The Board of Trustees of the University of Alabama, the UAB Health System, its trustees, officers, employees and agents shall also be named as additional insured’s on any professional liability and environmental impairment liability policies if required, and on the umbrella/excess policy if required to meet the minimum limits set forth above. Policies may include a deductible, but the Contractor will be responsible for payment of that deductible on their own behalf and on behalf of the Hospital as an additional insured.

A Certificate(s) of insurance will be provided to Hospital at Hospital’s request. The Certificate will evidence all coverage required and specify the terms required as noted below. The Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to the Hospital.

## Contractor Visitation. Contractor shall consult with the Hospital regarding policies relating to access to facilities and personnel. Contractor and contractor representatives shall comply with such policies.

## Small Disadvantaged Business. The Hospital is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The Hospital may be required to report purchases under governmental contracts. Contractors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the performance of this contract.

## Disclosure. If any owner, officer, partner, board of director member, employee, or holder of more than 5% of the fair market value of Contractor or any member of their households is a public official or public employee (including the University) as defined by the Code of Alabama Section 36-25-1, this information must be disclosed to the Hospital on the attached form in Exhibit D. Failure to disclose this information will result in termination of the Agreement. The Hospital reserves the right to furnish a copy of this Agreement to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.

## No Remuneration Certification. Hospital employees are not allowed to accept personal gifts or gratuities from contractors as an inducement for the Hospital to enter into the agreement. By accepting this agreement, Contractor certifies that it has not offered or given any Hospital employee or official or their family members any remuneration, except as has been previously disclosed, in writing, to the Hospital.

## Payment of Invoices. Invoice Reconciliation must be provided within 12 months of invoice date. Contractor must provide the UAB Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Contractor statements reaching $50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the UAB Accounts Payable Director for resolution.

**2.18 Alabama Immigration Certification.** In accordance with the Sections 31-13-9(a) and (b) of the Code of Alabama, the undersigned, by virtue of the execution of this Agreement, certifies to the University on behalf of Contractor that it does not knowingly employ, hire for employment, and will not continue to employ an unauthorized alien. Furthermore, the Contractor certifies that it has provided its one-page E-Verify Contractor Profile Document to the University. During the performance of this Agreement or agreement with the University, the Contractor shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Contractor also certifies that it has obtained sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this Agreement with the University attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

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# Certification and Signature

I have read all of the general and specific terms and conditions of this agreement and am authorized to sign the contract on behalf of my company.

**The Board of Trustees of the University Contractor**

**Of Alabama, on behalf of**

**University Hospital**

# By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Exhibit A**

**Services and Personnel**

**Exhibit B**

**Compensation Terms**

Exhibit C -- Disclosure

**DISCLOSURE STATEMENT OF RELATIONSHIP BETWEEN**

**CONTRACTORS AND EMPLOYEES**

**AND/OR OFFICIALS OF UNIVERSITY HOSPITAL**

1. Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name of Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Nature of contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. CERTIFICATION/DISCLOSURE: Please check one:

By checking this box and signing below, the contractor/grantee certifies it does not have any relationship with an employee or official of the Hospital or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract.

By checking this box, signing below, and attaching disclosure information to this document, contractor/grantee certifies it does have a relationship with an employee or official of the Hospital or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract. Please disclose the names, relationships, and nature of the benefit on an attachment to this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Agent

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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