

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **THE MIRIAM HOSPITAL**, a not-for-profit corporation, organized and existing under the laws of the State of Rhode Island, located at 164 Summit Avenue, Providence, RI 02906-2853, (herein referred to as INSTITUTION) and

_____ (hereinafter referred to as CONTRACTOR) located at _____.

INSTITUTION and CONTRACTOR are sometimes collectively referred to herein as the "PARTIES" or individually as a "PARTY."

WHEREAS, INSTITUTION wishes to obtain the professional services offered by an independent CONTRACTOR; and

WHEREAS, CONTRACTOR represents that s/he is an independent CONTRACTOR who wishes to provide professional services to INSTITUTION under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the PARTIES hereto agree to the following and to the additional terms and conditions as appended;

- 1. **SCOPE OF WORK:** INSTITUTION does hereby retain CONTRACTOR in his/her professional capacity to provide specific services for the Department/Division

Dept.: _____ Division: _____
of INSTITUTION and funding provided by
Sponsor: _____
Project Title: _____

Grant/Contract Number: _____

Cost Center _____

Is this an externally funded project? Yes ___; No ___; Federal ___; Non-Federal ___.

The services to be performed by CONTRACTOR and required deliverables are incorporated by reference of ATTACHMENT A – WORK STATEMENT. CONTRACTOR acknowledges that the services to be performed for INSTITUTION are those which s/he generally performs in the independent established profession in which s/he is customarily engaged. Per the regulations of the State of Rhode Island, all CONTRACTORS are required to present proof of Workers' Compensation Coverage. This required certificate is furnished as ATTACHMENT B. Those who do not have Workers' Compensation Coverage are required to file the form, "Notice of Designation as Independent CONTRACTOR," with the State of Rhode Island, Department of Labor and Training, Division of Worker's Compensation under the Rhode Island Workers Compensation Law.

Both PARTIES shall ensure that any services involving human research subject and/or their identifiable data have received appropriate review by the Institutional Review Board for Human Subjects prior to services where applicable. Both PARTIES ensure that any services involving animals have received appropriate review by the Institution Animal Care and Use Committee (IACUC) prior to services where applicable.

- 2. **WORK FOR HIRE:** PARTIES agree that INSTITUTION is commissioning CONTRACTOR to create a "Work for Hire," and, as such, all records, reports, documents and other material delivered or transmitted, and, as such, all title, ownership and copyright (or other intellectual property) rights in the project shall vest in INSTITUTION. Furthermore, INSTITUTION requires that at the conclusion of the project, CONTRACTOR shall deliver all data, recordings, transcripts, or other materials associated with the project to INSTITUTION, or, at the request of INSTITUTION, certify in writing that all such materials have been destroyed in a secure manner.

3. **PROPRIETARY INFORMATION AND CONFIDENTIALITY:** CONTRACTOR shall not disclose to any third party or use for any purposes other than the performance of their services, any and all, privileged records, or other proprietary information disclosed to CONTRACTOR BY INSTITUTION pursuant to this Agreement (collectively, "Proprietary Information") without INSTITUTION'S prior written consent.
4. **RESEARCH PROJECT AND PROTECTED HEALTH INFORMATION:** PARTIES agree that CONTRACTOR is being contracted to work on a research project that may involve interacting with human research subjects and/or their identifiable data and that extreme discretion and sensitivity is required of all agents, employees and CONTRACTORS of CONTRACTOR who will contribute to this project. As such, if CONTRACTOR will interact with human research participants and/or their identifiable data CONTRACTOR agrees that it will cause all of its agents, employees and CONTRACTORS who will be providing services under this Agreement to complete human subject protection training at or under the auspices of INSTITUTION prior to commencing work; or, if it is not reasonably feasible for an individual to complete such training at INSTITUTION, CONTRACTOR shall itself train such individual using materials provided by INSTITUTION. Furthermore, PARTIES agree that pursuant to this Agreement, CONTRACTOR may function as a Business Associate of INSTITUTION with exposure to Protected Health Information, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If so, CONTRACTOR agrees to sign a Business Associate Agreement in substantially the form provided by INSTITUTION.
5. **PERIOD OF PERFORMANCE:** The terms of this Agreement will commence on _____ and will expire on _____ based upon approved project year and subject to earlier termination as hereinafter provided. Either PARTY shall have the right to terminate this Agreement within 30 days written notice to the other PARTY.
6. **COMPENSATION:** CONTRACTOR shall receive as full compensation for all services to be performed hereunder and all full reimbursement for travel and living expenses in connection with the performance of such services, an amount, not to exceed the maximum sum of \$_____. The rate for services is \$ _____ per _____ (*please specify*) for up to _____ (*please specify*) and \$ _____ for travel and living expenses if applicable and if invoiced separately.
7. **AMENDMENTS:** It is understood by both PARTIES that this Agreement may be modified or amended only in writing and duly signed by both PARTIES. No amendment or modification shall take effect until so approved by both PARTIES to the Agreement.
8. **PAYMENT SCHEDULE:** INSTITUTION shall make payments to CONTRACTOR as invoiced from CONTRACTOR and based on the services performed. All invoices must specify at a minimum the invoice total based upon Article 6. COMPENSATION, period covered, name, address, social security number or Tax Identification Number, and reference Corporation Code/Responsibility Center. If applicable, travel and living expenses must be itemized and substantiated by the attachment of receipts. Invoices shall be sent by CONTRACTOR to Principal Investigator.

9. **INDEMNIFICATION:** CONTRACTOR shall indemnify and hold INSTITUTION harmless from and against any and all liability and costs, including attorney's fees, created by its breach of this Agreement, or the breach of any of its agents, employees, or CONTRACTORS, without regard to any limitation or exclusion of damage provisions otherwise set forth in this Agreement or elsewhere. This section shall survive termination of the Agreement.
10. **NOTICE:** With respect to rights and obligations of each PARTY, notice shall be provided as follows: If to INSTITUTION, to the Lifespan Office of Research, Grants and Contracts, THE MIRIAM HOSPITAL, 167 Point Street, Box 42, Providence, RI, 02903-4771, with a copy to
-
- (Name and Address of Principal Investigator), and if to CONTRACTOR, to
-
- (Name and Address of CONTRACTOR).
11. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION:** CONTRACTOR must comply with Federal Debarment and Suspension regulations prior to entering into a financial Agreement with INSTITUTION. By signing this Agreement below, CONTRACTOR certifies to the best of its knowledge and belief, that it and its directors, agents, and employees:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a Civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Where CONTRACTOR is unable to certify any of the statements above, such CONTRACTOR shall attach an explanation to this Agreement as ATTACHMENT D.

12. **FINANCIAL CONFLICT OF INTEREST AND TRAINING:**

CONTRACTOR and its agents and employees who are responsible for the design, conduct or reporting of research that is conducted at Lifespan, regardless of title or position, must complete CITI Lifespan Conflict Of Interest Training, and shall report any Financial Conflict of Interest using the Research Conflict of Interest Disclosure link in ATTACHMENT C. The Principal Investigator of the project is responsible to determine if the CONTRACTOR meet the definition of "investigator" and is responsible for the filing of conflict of interest disclosures for each person. Investigator shall identify all such individuals with completion date of training. Such report shall be made before expenditure of funds authorized in this Agreement and within 30 days of any subsequently identified financial conflict of interest with Disclosure Statement sent to Principal Investigator.

IN WITNESS WHEREOF, and in consideration of the additional terms and conditions as appended, both INSTITUTION and CONTRACTOR, through their respective duly authorized representatives, have executed this Agreement as of the date written below.

THE MIRIAM HOSPITAL

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

PRINCIPAL INVESTIGATOR

As the Principal Investigator of this Project, it is your responsibility to inform the Lifespan Research Protection Office (RPO) that CONTRACTOR will be providing contract services according to this Agreement.

Have you as Principal Investigator informed RPO?

Yes _____, Date: _____

IRBNet Committee No.: _____

No _____, Explain: _____

By: _____

Name: _____

(Printed Name of Principal Investigator)

Date: _____

ATTACHMENT A – WORK STATEMENT

In accordance with the Agreement between INSTITUTION and _____,
CONTRACTOR, agrees to perform the following services:

1. Are you treating human research subjects in this project? Yes____, No ____
(If you are not treating human research subjects in this study, please skip to the Work Statement below.)
2. Do you have Hospital privileges? Yes____, No_ __ ,
3. Where? _____
4. What type of privileges? _____
5. Are you Board Certified? Yes____, No____; Date: _____; State: ____; Specialty: _____
6. Medical Licensure? Yes____, No____; Date: _____

WORK STATEMENT:

*Instructions: This is a very important part of the Agreement and needs to be completed **in detail**.
One sentence is **not** sufficient. Attach additional pages if necessary.*

**ATTACHMENT B – EVIDENCE OF WORKERS’ COMPENSATION COVERAGE OR
CERTIFICATION OF INDEPENDENT CONTRACTOR**

CONTRACTOR who performs work at or for INSTITUTION are required to file evidence of Worker’s Compensation coverage or submit the "Notice of Designation as Independent Contractor" form certification of independent contractor with the Rhode Island Department of Labor and Training Workers’ Compensation under the RI Workers Compensation Law. Link to site is <https://dlt.ri.gov/wc/employers/#find>

For those independent contractors who have workers' compensation insurance (any person or company with one or more employees who is required to have workers' compensation insurance), they do not have to file the "Notice of Designation as Independent Contractor" form, but they must provide proof of workers' compensation insurance coverage to Lifespan.

[ATTACH]

ATTACHMENT C- FINANCIAL CONFLICT OF INTEREST & TRAINING

Instructions:

Link to Research Conflict of Interest Disclosures:

<https://redcap.lifespan.org/redcap/surveys/?s=93TJNEYJD88PMKMX>

Link to CITI training site: <http://www.citiprogram.org>. If CONTRACTOR is already registered in CITI through IRB or IACUC training, please use your current credentials. If you are new to the CITI program, please select **Lifespan Corporation** from the drop down list of participating institutions. Learners will be able to select the course by logging into their Main Menu and select the "Add a course or update my learner groups" link and select the appropriate option by answering "yes" to the question, "Would you like to take the Conflict of Interest Course?"

List CONTRACTOR, agents or employees, if applicable, who have taken CITI/Lifespan Conflict of Interest Training and the completion date of training.

Name	Date	Name	Date

ATTACHMENT D

**EXPLANATION OF INABILITY TO CERTIFY STATEMENTS
REGARDING DEBARMENT AND SUSPENSION (SECTION 11)**

CONTRACTOR must comply with Federal Debarment and Suspension regulations prior to entering into a financial Agreement with INSTITUTION. If CONTRACTOR cannot certify to the best of its knowledge and belief, that it and its directors, agents, and employees:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a Civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If CONTRACTOR is unable to certify any of the statements above, such CONTRACTOR must provide an explanation.

Please explain: