

**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 \_\_\_\_\_/ \_\_\_\_\_ of INSTITUTION and funding provided by Sponsor \_\_\_\_\_, Project Title: \_\_\_\_\_

Grant/Contract Number: \_\_\_\_\_; Corporation Code/Responsibility 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 HOUR/DAY/MONTH (please specify) for up to \_\_\_\_\_ HOURS/DAYS/MONTHS (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 Administration/Grants and Contracts, THE MIRIAM HOSPITAL, 167 Point Street, 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 Disclosure Statement designated as 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**

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

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

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

**CONTRACTOR**

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

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

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: \_\_\_\_\_; if No \_\_\_\_\_; explain: \_\_\_\_\_

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

\_\_\_\_\_  
(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***.

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

CONTRACTOR who perform work at INSTITUTION are required to file evidence of Worker’s Compensation coverage or certification of independent contractor with the Rhode Island Department of Labor and Training Workers’ Compensation under the RI Workers Compensation Law. Link to INSTITUTION’S Workers’ Compensation site for instructions: <https://www.lifespan.org/office-research-administration-contact-us/grants-and-funding/grants-and-funding-workers-compensation> .

[ATTACH]

**LIFESPAN OFFICE OF RESEARCH ADMINISTRATION  
DISCLOSURE STATEMENT OF FINANCIAL INTERESTS AND OUTSIDE PROFESSIONAL ACTIVITIES**

Principal Investigator (PI) Name: \_\_\_\_\_

Title of Proposal: \_\_\_\_\_

**Investigator's Name Disclosing Information and Department:** \_\_\_\_\_

Each investigator is required to complete CITI *Lifespan* Conflict of Interest (COI) Training prior to engaging in any research and at least every four years. <http://www.lifespan.org/oth/Page.asp?PageID=OTH132523>

New/Annual Disclosure: \_\_\_\_\_ Correction or addendum to previous report: \_\_\_\_\_

*Investigator means the Project Director or Principal Investigator (PD/PI) and any other person, regardless of title or position, who is **responsible** for the design, conduct or reporting of research that is conducted at Lifespan. The Principal Investigators of each sponsored project are responsible for determining which people (e.g., co-investigators, collaborators, staff, trainees, consultants, etc.) meet the definition of "investigator" and are responsible for the filing of conflict of interest disclosures for each person.*

Do you (including your spouse, domestic partner, and dependent children) have any of the financial interests described below that reasonably appear to be related to your institutional responsibilities (teaching, research, administration and clinical care):

YES NO Please check appropriate box for EACH line:

		1. Any salary or payment for services (e.g., consulting fees, honoraria, paid authorship, fees from participating in speakers' bureaus, etc.), other than through a Lifespan affiliate, from a <b>publicly</b> traded entity in the past 12 months?																
		2. Currently, any equity interest (e.g., stocks, stock options, other ownership interest) in a <b>publicly</b> traded entity?																
		3. Combined payment/income from items 1 and 2 that exceed \$5,000 for any single <b>publicly</b> traded entity?																
		4. Any salary or payment for services (e.g., consulting fees, honoraria, paid authorship, fees from participating in speakers' bureaus, etc.) from a <b>non-publicly</b> traded entity in the preceding 12 months that exceeds \$5,000?																
		5. Currently, <b>any</b> equity interests (e.g., stocks, stock options, other ownership interest) in a <b>non-publicly</b> traded entity?																
		6. Intellectual property rights (e.g., patents, copyrights or royalties from these rights) other than through Lifespan? NOTE: must be reported upon receipt of income.																
		<b>7. Please report, (if applicable), Reimbursed or Sponsored Travel (that which is paid on behalf of the investigator and not reimbursed to the investigator so that the exact monetary value may not be readily available) – exclude</b> travel that is reimbursed or sponsored by Federal, state, or local government agencies, an institution of higher education as defined by 20 U.S.C. 1001(a), an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education <b>(add more lines as needed).</b>																
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Further information regarding Lifespan's Research Conflict of Interest Policy (ORA GEN 003) may be found at: <http://www.lifespan.org/conflict-of-interest.html>. Further information regarding Lifespan's Corporate Compliance Policies may be found at <http://intra.lifespan.org/policies/Corporate%20Compliance%20Policies/Corporate%20Compliance%20System-wide%20Policies/>

**I certify that the above information is true to the best of my knowledge. I know of no other potential or actual conflict of interest situations in this research. I will report any change within 30 days of occurrence.**

\_\_\_\_\_  
**Printed Name of Investigator  
Disclosing Information**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

If you checked "YES" for any items on this form, please obtain the appropriate departmental chair or chief signature. In addition, you will be contacted for more specific information relating to your financial interests which will be presented to the Lifespan Research Conflicts of Interest Committee (LRCOIC). *Note that no research on this project may proceed until LRCOIC has determined whether a financial conflict of interest exists, and if it does, has established and implemented a financial conflict of interest management plan.*

\_\_\_\_\_  
**Printed Name of Chair/Chief**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ATTACHMENT C (CONTINUED)**

**Instructions:** Link to CITI training site: <https://www.citiprogram>. 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**