

State of South Carolina)
)
County of Charleston)

PROFESSIONAL SERVICES

**AGREEMENT FOR:
(FILL IN THE NAME WITH WHOM
THE AGREEMENT IS MADE)**

THIS AGREEMENT, ENTERED INTO THIS FIRST DAY OF (Fill in Date), BY AND BETWEEN THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, ADDRESS: 171 ASHLEY AVENUE, CHARLESTON, SOUTH CAROLINA 29425-HEREINAFTER REFERRED TO AS "*MUSC*" AND (Fill in (Contractor) Name), ADDRESS: (Fill in (Contractor) Address), (HEREINAFTER REFERRED TO AS "*CONTRACTOR*").

1. AGREEMENT PERIOD:

THIS AGREEMENT SHALL COMMENCE (fill in date), AND SHALL CONTINUE ON A MONTH BY MONTH BASIS NOT TO EXCEED

2. TERMS OF THE AGREEMENT: (Fill in appropriate information in paragraph form- take out lines)

3. FEE SCHEDULE:

- a. *MUSC* AGREES TO PAY THE *CONTRACTOR* APPROPRIATE FEES NOT TO EXCEED (fill in amount) FOR LENGTH OF AGREEMENT. THIS FEE INCLUDES OUT-OF-POCKET EXPENSES (i.e. TRAVEL, AIR MAIL, LODGING, ETC.). OUT-OF-POCKET EXPENSES MUST BE ITEMIZED AND BILLED ON THE SAME INVOICE AS THE FEE.
- b. ANY CONSULTANTS, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS EMPLOYED BY *CONTRACTOR* SHALL PROVIDE THE FOLLOWING INFORMATION TO THE *MUSC* BEFORE BILLS WILL BE PROCESSED:
 - 1. SPECIFICALLY IDENTIFY THE PROJECT NAME ON THE INVOICE.
 - 2. LIST OF TIME WORKED AND RELATED EXPENSES MUST BE ITEMIZED AND ATTACHED TO OR STATED ON THE INVOICE (THIS INFORMATION MUST CLEARLY DEFINE THE TYPE OF WORK AND DETAIL THE PURPOSE OF WORK PERFORMED).
 - 3. BEFORE PAYMENT IS MADE, THE *MUSC* CONTRACT ADMINISTRATOR (DEPARTMENTAL REPRESENTATIVE) SHALL BE RESPONSIBLE TO ASSURE ALL CHARGES ARE APPROPRIATE, RECONCILED, AND APPROVED ATTESTING TO THE FACT THAT THE INVOICE IS CORRECT AS TO TIME AND RELATED EXPENSES RELEVANT TO THE CONTRACT BEFORE FORWARDING THE INVOICE TO ACCOUNTS PAYABLE FOR PROCESSING.
- c. IF A LOBBYIST, AS DEFINED BY SECTION 2-17-5 OF THE SOUTH CAROLINA ETHICS, GOVERNMENT ACCOUNTABILITY AND CAMPAIGN REFORM ACT OF 1991, IS CONTRACTED AS A CONSULTANT, INDEPENDENT CONTRACTOR, OR SUBCONTRACTOR,

ADVANCE APPROVAL MUST BE GIVEN BY THE MEDICAL UNIVERSITY OF SOUTH CAROLINA. IF A LOBBYIST IS WORKING AS AN INDEPENDENT CONTRACTOR, CONSULTANT, OR SUBCONTRACTOR RELATED TO A CONTRACT, THE INVOICE MUST: CLEARLY OUTLINE THE TYPE OF WORK AND DETAIL THE WORK PERFORMED; CONTAIN A DISCLOSURE THAT NO LOBBYING WAS PERFORMED RELATED TO THE CONTRACT; AND, THE PROJECT NAME MUST BE STATED ON THE INVOICE FOR THE SERVICE PERFORMED.

- d. AN MUSC MAJOR MOVEABLE EQUIPMENT RECORD MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR (DEPARTMENTAL REPRESENTATIVE) IN ADVANCE OF THE PURCHASE OF ANY CAPITAL ITEMS (COMMODITIES \$5000 OR OVER). IF APPROVAL IS GIVEN, THE APPROVED MAJOR MOVEABLE EQUIPMENT RECORD MUST BE ATTACHED TO THE INVOICE. THE INVOICE MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR AND FORWARDED TO THE DEPARTMENT OF PHYSICAL ASSETS MANAGEMENT, BEFORE REIMBURSEMENT.

4. INDEPENDENT CONTRACTOR:

- a. THE CONTRACTOR FOR PURPOSES OF THIS AGREEMENT IS AN INDEPENDENT CONTRACTOR AND SHALL NOT BE DEEMED THE AGENT OR EMPLOYEE OF MUSC FOR ANY PURPOSE WHATSOEVER. CONTRACTOR SHALL NOT HOLD HIMSELF OUT AS AN EMPLOYEE OF MUSC AND SHALL HAVE NO POWER OR AUTHORITY TO BIND OR OBLIGATE MUSC IN ANY MANNER.
- b. CONTRACTOR SHALL OBTAIN AND MAINTAIN ALL LICENSES AND PERMITS REQUIRED BY LAW FOR PERFORMANCE OF THIS AGREEMENT.
- c. CONTRACTOR SHALL BE LIABLE FOR AND PAY ALL TAXES REQUIRED BY LOCAL, STATE OR FEDERAL GOVERNMENTS, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, WORKER'S COMPENSATION, EMPLOYMENT SECURITY, AND ANY OTHER TAXES AND LICENSES REQUIRED BY LAW. NO EMPLOYEE BENEFITS OF ANY KIND SHALL BE PAID BY MUSC TO OR FOR THE BENEFIT OF CONTRACTOR OF HIS/HER EMPLOYEES, AGENTS, AND SERVANTS BY REASON OF THIS AGREEMENT.
- d. ALL VENDORS, THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS AND SERVANTS WHO PERFORM WORK ON THE MUSC CAMPUS MUST PROVIDE PROOF OF INSURANCE WHEN REQUESTED IN THE BELOW AMOUNTS. VENDORS INCLUDE, BUT ARE NOT LIMITED TO: PAINTERS, CARPENTERS, ELECTRICIANS, MOVERS, WINDOW WASHERS AND OTHER EMPLOYEES OF CARRIER SERVICE AND PHARMACEUTICALS OR MEDICAL SUPPLIER REPRESENTATIVES. EXCLUDED FROM THIS REQUIREMENT ARE PROFESSIONAL INDIVIDUALS TRADITIONALLY REFERRED TO AS 'CONSULTANTS' WHO PROVIDE ONLY TECHNICAL OR PROFESSIONAL SPECIFIC ADVICE.

<u>COVERAGE</u>	<u>LIMITS</u>
WORKERS' COMPENSATION	STATUTORY LIMITS SET BY THE STATE OF SC
EMPLOYER'S LIABILITY	\$500,000 PER PERSON PER INCIDENT
COMP. GENERAL LIABILITY	\$1,000,000 AGGREGATE

5. LAW APPLICABLE:

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA. CONTRACTOR AGREES TO SUBMIT ITSELF TO THE JURISDICTION OF THE COURTS OF THE STATE OF SOUTH CAROLINA FOR ALL MATTERS ARISING FROM SAID CONTRACT INCLUDING

BUT NOT LIMITED TO PERFORMANCE OF SAID AGREEMENT AND THE PAYMENT OF ALL LICENSES AND TAXES OF WHATEVER KIND OF NATURE. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA AND ANY DISPUTES SHALL BE RESOLVED SOLELY UNDER THE PROVISIONS OF THE SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE THEN IN EFFECT.

6. TERMINATION:

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PART, WITH OR WITHOUT CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY.

7. INDEMNITY:

CONTRACTOR AGREES THAT IT SHALL INDEMNIFY, AND HOLD HARMLESS MUSC FROM ANY AND ALL CLAIMS WHETHER IN LAW OR EQUITY ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT.

8. MUSC COORDINATOR:

CONTRACTOR SHALL DIRECT ALL CORRESPONDENCE, REPORTS, FINDINGS AND DOCUMENTS TO THE ATTENTION OF:

(Fill in applicable name)

THE MEDICAL UNIVERSITY OF SOUTH CAROLINA
(fill in MUSC mailing address)

CHARLESTON, SOUTH CAROLINA 29425

9. ENTIRE AGREEMENT AND AMENDMENTS:

BOTH PARTIES AGREE TO THE FULL AND COMPLETE PERFORMANCE OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT. SUCH AGREEMENT SHALL CONSTITUTE THE SOLE, FULL, AND COMPLETE AGREEMENT. NO AMENDMENTS, CHANGES, ADDITIONS, DELETIONS, OR MODIFICATIONS TO OR OF THE RESULTING AGREEMENT WILL BE VALID UNLESS REDUCED TO WRITING, SIGNED BY BOTH PARTIES.

10. PUBLICITY RELEASE:

CONTRACTOR AGREES NOT TO REFER TO THIS OR ANY OTHER CONTRACT IN COMMERCIAL ADVERTISING IN ANY MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICE PROVIDED ARE ENDORSED OR PREFERRED BY THE MEDICAL UNIVERSITY OF SOUTH CAROLINA WITHOUT THE PRIOR WRITTEN CONSENT OF THE MUSC.

11. ACT REQUIREMENTS:

THE FOLLOWING ARE REQUIRED BY STATE OR FEDERAL LAW AND ARE MADE PART HEREOF BY REFERENCE.

- a. DRUG-FREE WORKPLACE: (NOTE: THIS CLAUSE APPLIES TO ANY RESULTANT CONTRACT OF \$50,000 OR MORE.) THE STATE OF SOUTH CAROLINA HAS AMENDED TITLE 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO HEALTH, BY ADDING CHAPTER 107, SO AS TO ENACT THE DRUG-FREE WORKPLACE ACT. (SEE ACT NO. 593, 1990 ACTS AND JOINT RESOLUTIONS.) BY SUBMISSION OF A SIGNATURE, YOU ARE CERTIFYING THAT YOU WILL COMPLY WITH THAT ACT. (SEE SECTION 44-107-30.) THIS WILL CERTIFY YOUR COMPLIANCE.**
- b. OMNIBUS RECONCILIATION ACT OF 1980: "PURSUANT TO SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 AMENDING SECTION 1861 (V) (1) (I) OF THE SOCIAL SECURITY ACT, UNTIL THE EXPIRATION OF FOUR (4) YEARS AFTER FURNISHING OF THE SERVICE(S) PROVIDED UNDER THIS CONTRACT YOU MUST MAKE AVAILABLE TO THE SECRETARY, U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE U.S. CONTROLLER GENERAL, AND THEIR REPRESENTATIVES, THIS CONTRACT AND ALL**

OTHER BOOKS, DOCUMENTS AND RECORDS NECESSARY TO CERTIFY THE NATURE AND EXTENT OF THE COSTS OF THOSE SERVICES. FURTHERMORE, IF YOU PERFORM OR CARRY OUT THE DUTIES OF THIS CONTRACT THROUGH A SUBCONTRACTOR INVOLVING THE AMOUNT OF \$10,000 OR MORE OVER A 12 MONTH PERIOD, YOUR SUBCONTRACT SHALL ALSO CONTAIN A CLAUSE TO PERMIT ACCESS BY THE SECRETARY, CONTROLLER GENERAL AND THEIR REPRESENTATIVES TO THE RELATED ORGANIZATIONS BOOKS AND RECORDS."

- c. BY EXECUTION OF THIS AGREEMENT, THE *CONTRACTOR* CERTIFIES THAT HE WILL COMPLY WITH THE ETHICS, GOVERNMENT ACCOUNTABILITY AND CAMPAIGN REFORM ACT OF 1991, ESPECIALLY SECTION 8-13-1150.**
- d. THE *CONTRACTOR* CERTIFIES THAT HE WILL COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND ORDINANCES AND ALL LAWFUL ORDERS, RULES AND REGULATIONS REQUIRED BY THE AWARD OF THIS CONTRACT. _____**

CONTRACTOR
(Fill in Applicable Contractor)

MUSC
Medical University of South Carolina

BY: _____
 Signature

BY: _____
 Signature

 Type Contractor Signee Name

 Type MUSC Signee Name

 Title

 Title

 Date

 Date

 Witness

 Witness

 Date

 Date