The “Parties” to this Professional Services Agreement (“Agreement”) are the University of Southern California (“USC”) and       [*include address and any other relevant information*] (“Consultant”). The Parties agree as follows:

1. **WORK TO BE PERFORMED.** USC hereby engages Consultant to perform the tasks described in the Agreement’s Scope of Work attached hereto as Exhibit A (the “Scope of Work”), and Consultant hereby agrees to perform such tasks (the “Project”). Both Parties agree that Consultant engaged in providing services for the Project is strictly and at all times an “independent contractor” as further discussed in Section 7 below.
2. **PAYMENT AND INVOICES.** In consideration for the services to be performed by Consultant, Consultant shall be paid the amounts, and in the manner, set forth in the Scope of Work. Consultant shall be responsible for invoicing USC for services rendered or goods received. Payment shall be made by USC within thirty (30) days after USC’s receipt of each invoice that certifies the occurrence of each event and USC’s acceptance of the goods received and/or services rendered. USC is not responsible for paying invoices that are dated more than sixty (60) days after services were rendered or goods were received. Consultant is responsible for issuing invoices to USC in a timely manner to ensure payment.
3. **OPEN PAYMENT DATABASE.** Consultant agrees to notify USC if Consultant intends to report to Centers for Medicare and Medicaid Services (“CMS”) any payments or other transfers of values for USC on the Open Payment database at least ninety (90) days prior to making such report.
4. **DELIVERY AND RISK OF LOSS**. All goods and/or services are to be provided in a timely manner, and to the reasonable satisfaction of USC. In the event of a delay in delivery, such delay must be communicated to USC, who shall have the option of canceling all or part of this Agreement without liability. Consultant assumes the risk of, and shall be responsible for, any loss or damage to the materials and/or services, and all portions thereof, until the materials and/or services have been accepted by USC.
5. **INSPECTION**. All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payment or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Consultant’s warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by USC upon the premises of the Consultant.
6. **REPRESENTATIONS AND** **WARRANTIES.** In connection with this Agreement, Consultant hereby, as appropriate, represents, warrants, affirms and agrees that:

A. Neither Consultant, nor any employee, contractor or agent of Consultant (“Consultant Staff”) is bound by any agreement or arrangement which would preclude Consultant or any Consultant Staff from entering into, or from fully performing the services required under, this Agreement;

1. Neither Consultant’s nor any Consultant Staff’s license or certification in the state of California or in any other jurisdiction has ever been denied, suspended, revoked, terminated, or relinquished under threat of disciplinary action, or restricted in any way;
2. Neither Consultant nor any Consultant Staff has never been convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
3. Any articles delivered hereunder shall be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by Consultant;
4. The products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC’s data, system information, or the like, by Consultant, without USC’s prior written consent. Consultant further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC’s computers, communications facilities or equipment and their use (“Harmful Code”), and Consultant will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC. “Harmful Code” shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates;
5. None of Consultant, its officers, directors, senior managers, partners, owners, or principals, or any person acting on Consultant’s behalf is (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank), or (v) an immediate family member or agent of any of the foregoing (collectively, "Public Official").  If subsequent developments cause the representations and warranties provided herein to no longer be accurate or complete, Consultant shall immediately notify USC of such developments, and in such case USC shall have the right to terminate this Agreement;
6. Consultant and any person acting on Consultant’s behalf shall comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the U.K. Bribery Act (the “UKBA”). In particular, Consultant and any person acting on Consultant’s behalf shall not (i) directly or indirectly, give, offer or promise to give, authorize another party to give, offer or promise to give, any money or other thing of value to any person (regardless of whether that person is a Public Official) in order to induce such person to take any improper action or (ii) use any payments received from USC for any purpose that could constitute a violation of any applicable anti-corruption law or regulation; and
7. Notwithstanding any other provisions in the Agreement to the contrary, in no event shall USC be obligated to take any action or omit to take any action that USC believes in good faith would cause it to be at risk of (i) violating any anti-corruption laws of any country, including, without limitation, the FCPA and the UKBA, or (ii) being subject to any related allegations, investigations, or proceedings.

All warranties shall run to USC, its successors, transferees or subcontractors.

1. **INDEPENDENT CONTRACTOR RELATIONSHIP.** For all purposes, including but not limited to the Federal Insurance Contributions Act (“FICA”), the Social Security Act, the Federal Unemployment Tax Act (“FUTA”), income tax withholding requirements, California Personal Income Tax Withholding (“PIT”), California Unemployment Insurance taxes (“UI”), California Disability Insurance (“SDI”), the Worker’s Compensation Code – California Labor Code §3200 et seq. (“WCC”), and all other applicable federal, state and local laws, rules and regulations, Consultant, and Consultant’s respective employees, if any, shall be treated as independent contractors and not as employees of USC.
2. **NO BENEFITS.** Consultant agrees that Consultant and Consultant Staff are not entitled to any benefits that USC provides to its employees and Consultant hereby waives the right to participate in any such programs. Consultant also agrees that, consistent with independent contractor status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.
3. **TAX REPORTING AND FILING.** Consultant acknowledges and agrees that Consultant shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all the taxes required, when due, with respect to any and all compensation earned by Consultant under this Agreement. USC will not withhold any employment taxes from compensation it pays Consultant. USC will report the amount it pays Consultant on IRS Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.
4. **CALIFORNIA NONRESIDENTS.** Payments made to service Consultants that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662). Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California. No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (http://businessservices.usc.edu/for-suppliers/forms/) in order to exempt California non-residents from this seven percent income tax withholding. **This Certificate needs to be submitted with the first invoice to USC.** The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information or to request a waiver or reduced withholding rate, contact:

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| **Non Resident Withholding Section MS F F-265**  **California Franchise Tax Board** | |
| P.O. Box 651 | Telephone: (916) 845-4900 |
| Sacramento, CA 95812-0651 | Fax: (916) 845-4831 |

1. **EQUIPMENT AND TOOLS.** Consultant is responsible for the purchase and maintenance of Consultant’s own equipment.
2. **LIABILITY FOR USC FURNISHED PROPERTY**. Consultant assumes complete liability for any tooling, articles or material furnished by USC to Consultant in connection with this Agreement and Consultant agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to USC’s satisfaction. The furnishing to Consultant of any tooling, articles, or material in connection with this Agreement shall not unless otherwise expressly provided, be construed to vest title thereto to Consultant.
3. **COMPLETION OF PROJECT ON TIME.** If and when Consultant chooses to accept a Project with USC, Consultant will be required to complete the assigned Project within the period specified in the Scope of Work. Consultant agrees to provide reports detailing the Project, if required in the Scope of Work. USC reserves the right to take remedial measures to successfully complete the Project and may charge Consultant if Consultant fails to successfully complete the Project in a timely manner.
4. **PROPRIETARY INFORMATION.** During the term of this Agreement, Consultant may have access to USC’s internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Consultant agrees that all such information, including the terms of this Agreement, is the exclusive property of USC, irrespective of whether such information was created or prepared by the Consultant or others. Consultant further agrees that Consultant will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Agreement, Consultant will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The Parties agree that this Section shall survive the termination of this Agreement.
5. **INTELLECTUAL PROPERTY.** Consultant expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Consultant alone or in conjunction with any other person or entity while accomplishing the Project (“Intellectual Property”), shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute “works of authorship” within the scope of the U.S. Copyright Law, the foregoing shall be deemed “works for hire” and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC’s name. In the event that any Intellectual Property does not constitute “works for hire,” Consultant hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its term and after the termination of the Agreement, Consultant shall assist USC in obtaining and maintaining, for USC’s benefit, copyrights and other relevant legal protections in such materials and Consultant shall execute and cause its subcontractors to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Consultant agrees that Consultant will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.
6. **INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.** If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC’s purchase or use of the materials or services provided by Consultant and, if USC promptly notifies Consultant in writing of any such action or proceeding, Consultant shall, at its own expense, do the following to assure continuation of USC’s use of the material:

A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney’s fees and expenses arising out of such action or proceeding.

B. Procure for USC the right to continue to use the materials or services, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials or services, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Agreement shall apply to such replaced or modified materials and services.

1. **INDEMNIFICATION.** Consultant shall indemnify, defend, and hold harmless USC from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses including reasonable attorneys’ fees that are caused, directly or indirectly, by or as a result of the performance by Consultant or Consultant Staff of the Project, provided that nothing herein shall be construed to require Consultant to indemnify USC from or against the gross negligent acts of USC or its employees. Consultant is not an employee and will indemnify and hold harmless USC for any injuries or claims suffered by Consultant or Consultant Staff that would otherwise be subject to the WCC. USC reserves the right to withhold from the payment due and owing to the Consultant any damages that are caused, directly or indirectly, by or as a result of the performance by Consultant or his/her employees or agents of the Project.
2. **TERMINATION.** The term of this Agreement shall be as stated in the Scope of Work. USC may terminate this Agreement at any time without cause on thirty (30) days written notice. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if, after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within three (3) days after receipt of the notice of breach. If Consultant is engaged pursuant to a sponsored project, then USC may terminate this Agreement as directed under the provision of the sponsored project.
3. **NOTICES.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to USC or to Consultant. Consultant shall be obligated to notify USC in writing of any change in Consultant’s address. Notice of change of address shall be effective only when done in accordance with this Section.
4. **ADDITIONAL REQUIREMENTS.** Consultant will comply with all applicable requirements that may be communicated by USC, including but not limited to USC policies. If Consultant is performing work pursuant to a sponsored project, all documents and records of Consultant pertaining to the Project shall be available for review and inspection by USC, the sponsors of the Project, and relevant government agencies.
5. **AMENDMENTS; WAIVERS; SEVERABILITY.** Except as otherwise set forth in Section 29, this Agreement may not be amended except by a written amendment, signed by each of the Parties. The Parties acknowledge that they are not relying on any statement that is not set forth in this Agreement. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
6. **AFFIRMATIVE ACTION**. During the performance of this Agreement, the Consultant agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
7. **COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.**

A. The goods and/or services provided pursuant to this Agreement shall comply with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body in effect at the time of delivery. In addition, the goods and/or services provided pursuant to this Agreement shall have been provided in compliance with the Fair Labor Standards Act, as amended, and regulations and Orders of the U.S. Department of Labor issued thereunder (collectively, the “Act”). By accepting this Agreement, Consultant agrees that it complies with the Act.

B. In performing any services at USC’s facility, Consultant shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act (“OSHA”) and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Consultant shall furnish to USC copies of said licenses and permits prior to the commencement of the services.

C. During its provision of services, Consultant shall comply with all of USC’s safety procedures. Consultant shall at all times keep USC’s premises free from accumulations of waste material or rubbish. Upon completion of the services, Consultant shall leave the site in a condition satisfactory to USC.

D. Consultant shall be responsible for all damages to persons or property that occurs during its performance of this Agreement or arising out of its acts or omissions. Consultant shall take proper safety precautions to protect the work, employees of the Consultant and USC, the public and the property of others.

1. **ATTORNEYS’ FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs.
2. **DISPUTE RESOLUTION; GOVERNING LAW.** All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. (“JAMS”) or comparable organization for binding arbitration in Los Angeles County, California by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure § 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. This Agreement shall be governed in all respects by the laws of the State of California.
3. **INSURANCE**. Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, Consultant will be required to maintain the charted insurance coverage at Consultant’s own expense. It is Consultant’s responsibility to ensure that the required insurances remain in effect for the entire duration of this Agreement and name USC as an additional insured. Such insurance shall waive any right of subrogation against USC and shall specifically cover Consultant’s obligations to defend, indemnify and hold USC harmless as provided herein. If requested by USC, it will be the Consultant’s full responsibility to provide USC with evidence of the required insurances.

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| **Insurance Type** | **Corresponding Insurance Details** |
| **Workers’ Compensation** | Workers’ compensation insurance with statutory limits if required to do so by California State law**.** If Consultant is self-insured for Workers’ Compensation, Consultant will maintain a certified copy of the “Certificate of Consent to Self-Insure” required by California Labor Code Section 3700 et seq. and comply with the regulations promulgated thereunder. |
| **Comprehensive General Liability** | Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than $1,000,000 per occurrence. |
| **Automobile Liability Insurance** | Automobile Liability coverage of $1,000,000 each occurrence, if Consultant drives on USC property using a company car. |

1. **FORCE MAJEURE.** Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party’s reasonable control.
2. **ASSIGNMENT**. This Agreement is assignable by USC, but is not assignable by Consultant without prior written approval from USC. In case such consent is given, it shall not relieve Consultant from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Consultant and, as between the parties hereto, Consultant shall be and remain liable as if no such transfer or subletting had been made.
3. **CHANGES**. USC may make changes within the general scope of this Agreement by giving written notice to Consultant. If such changes affect the cost of or the period of performance of this Agreement, an equitable adjustment shall be made with Consultant’s written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Consultant shall be recognized without written approval of USC.
4. **WAIVER**. The failure of USC to enforce at any time any of the provisions of this Agreement, or to exercise any option herein provided, or to require at any time performance by the Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of USC thereafter to enforce each and every such provision.
5. **ATHLETES AND AGENTS.** USC is committed to preventing any actions that threaten the NCAA eligibility of its student-athletes or the ability of USC to remain in compliance with NCAA rules, and is committed to protecting student-athletes from any contact, communication, or conduct with individuals who seek to inappropriately contact or represent student-athletes before their eligibility is exhausted or voluntarily terminated. Accordingly, Consultant acknowledges and agrees to the following:

A. It is a violation of USC policy for any Consultant to take any actions that threaten the NCAA eligibility of a student-athlete or the ability of USC to remain in compliance with NCAA rules. Consultant must immediately disclose the facts about such actions in writing to USC’s Vice President for Athletic Compliance.

B. Any Consultant who holds itself out as directly or indirectly representing student-athletes for the purpose of marketing their athletic ability or reputation, or who has certification, licensing or registration as a sports or athlete agent, and any person working for or at the direction of any such individuals (“Agents”) must immediately provide notification of such facts in writing to the USC Vice President for Athletic Compliance, as follows:

1. At the time of entering into a contract, vendor agreement or other arrangement to do business with USC, and at the time of entry onto the property of USC, or any athletic facilities and venues where USC teams play or practice to interact with its student-athletes.

2. If the certification, license or registration is received after commencement of the Consultant’s contract, vendor agreement, or arrangement to do business with USC, notification must be provided within 24 hours of certification, licensure or registration by the state, professional sports organization or other entity.

3. If a Consultant is involved in forming a business or company for the purpose of marketing an athlete’s athletic skill or reputation after the commencement of the Consultant’s contract, vendor agreement, or arrangement to do business with USC, the Consultant must provide notification within 24 hours of formation or filing paperwork with the state (or other governmental body) concerning such business entity.

C. All Agents must sign a document provided by the USC Vice President for Athletic Compliance attesting to the individual’s understanding and agreement to comply with all of USC’s rules regarding conduct for sports and athlete agents (including adherence to all applicable NCAA rules regarding agents).

D. All Agents must comply with rules pertaining to agents as published by the NCAA. These rules, which are strictly adhered to by USC, include but are not limited to, prohibiting Agents from:

1. Providing student-athletes who have remaining eligibility with any type of benefit, including food, cash, services, merchandise, transportation, housing accommodations, or other benefits not available to the student body in general; and

2. Entering into any type of verbal or written agreement to represent or to facilitate the future representation of a student-athlete who has remaining eligibility with regard to the student-athlete’s athletic ability or reputation.

USC shall have the right to immediately terminate any agreement with Consultant, or to revoke admission to any USC property or event to any Consultant, if Consultant fails to meet the requirements set forth herein.

1. **CONFLICT OF INTEREST.** USC does not enter into procurement agreements with business entities in which a USC employee or that employee’s Close Relation has a personal, managerial, or substantial Financial Interest. Close Relation means spouses, domestic partners, intimate relations, parents, children, siblings and each of their respective spouses or domestic partners. Financial Interest includes (i) compensation for services performed; (ii) equity interests (i.e. stocks, options, warrants), with the exception of equity interests managed by a third party such as a mutual fund; or (iii) management role (director, officer, supervisors, or any other position that has significant decision-making authority).

Consultant represents to the best of Consultant’s knowledge, no actual or potential conflict of interest exists between Consultant’s family, business, or Financial Interests and Consultant’s relationships with USC or Consultant’s services relating to the Project. In the event of a change in status relating to potential or actual conflicts of interest, Consultant will notify USC immediately.

Consultant certifies that no USC employee or any Close Relation of a USC employee has a personal, managerial, or substantial Financial Interest in Consultant. **Initial Here:**

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| Does Consultant employ or engage any current USC employees or any Close Relations (full time, part time or voluntary)?  (Consultant includes owners, directors, officers and anyone with significant decision making authority).   |  |  | | --- | --- | | Yes | No | |
| If yes, please list: |

1. **ADVERTISING.** Neither Party shall use the name, logo, trademark or symbol of the other Party or its affiliates in any advertising or promotional material without the prior written consent of the other Party.
2. **ACCESS TO BOOKS AND RECORDS.**
3. If the value or cost of services rendered to USC pursuant to this Agreement is $10,000 or more over a twelve (12) month period, in accordance with Section 1861(v)(1)(I) of the Social Security Act, Consultant agrees as follows:
   * 1. Until the expiration of four (4) years after the furnishing of such services, Consultant shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the “Secretary”), the Comptroller General of the United States, or their respective duly authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such services; and
     2. If any such services are performed by way of subcontract with a related organization and the value or cost of such subcontracted services is $10,000 or more over a twelve (12) month period, such subcontract shall contain, and Consultant shall enforce, a clause to the same effect as Subsection 33.A.(1) above.

B. The availability of Consultant’s books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

1. **REQUIRED DISCLOSURES.** Consultant shall notify USC in writing within three (3) days after any of the following events occurs:
2. Consultant’s or any Consultant Staff’s professional license or certification in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other restriction;
3. An event occurs that substantially interrupts all or a portion of Consultant’s or any Consultant Staff’s ability to perform Consultant’s or any Consultant Staff’s obligations hereunder; or
4. Consultant or any Consultant Staff’s conviction of a criminal offense related to health care or Consultant’s or any Consultant Staff’s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.
5. **STARK II COMPLIANCE.** To ensure that Consultant complies with federal laws that disallow specific types of financial arrangements to exist between physicians and privately-owned entities that provide certain healthcare services, USC requires that all non-publicly traded corporations (e.g., all private companies, individuals) answer the following questions. For purposes of answering these questions, the following definitions apply:

**"Immediate family member"** means the following individuals: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**"Physician"** means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry or a chiropractor.

**Consultant to answer each of the following questions and confirm by initialing the answer:**

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| 1. Is Consultant's business owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | YES  NO | Initials |
| 2. Is Consultant's business owned in whole or part by any individual (other than a physician or an immediate family member of a physician) who may refer patients to USC? | YES  NO | Initials |
| 3. Does Consultant employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at USC? | YES  NO | Initials |
| 4. If Consultant is contracting with USC as an individual or if an individual is the single owner of the Consultant’s firm, is the individual a physician or an immediate family member of a physician who may refer patients or treat patients at USC? | YES  NO | Initials |

**If you answered "Yes" to any of the above, please provide the following information**:

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| 1. Name of physician |  |
| 2. Name of individual who refers patients to USC |  |
| 3. Name of the immediate family member(s) of the physician or other person (if applicable) |  |

1. **HIPAA COMPLIANCE: PRIVACY & SECURITY.** If Consultant intends to interact with patients or will have access to patient records, USC must have on file a Business Associate Privacy and Security Addendum (the “Addendum”) to be in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

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| Will Consultant interact with patients and/or have access to patient records? | YES  NO | Initials |

1. **REPtrax.** All consultants entering either Keck Hospital of USC or USC Norris Cancer Hospital are required to register with REPtrax. REPtrax is a web-based software service that assists in the credentialing and monitoring of sales/service representatives in both hospitals. Such consultants must sign in at one of the REPtrax stations located in each hospital. Printed badges must be worn at all times.

Locations:

* USC Norris Cancer Hospital: Materials Management Office (lower level)
* Keck Hospital of USC: Materials Management Office (lower level), OR Main Security Office (lower level of parking structure)

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| Have you registered with REPtrax? | YES  NO | Initials |

1. **CONSULTANT ACKNOWLEDGMENT.** Consultant acknowledges that Consultant has read and understands this Agreement and has entered into it freely and voluntarily based on Consultant’s own judgment and not on any representations or promises other than those contained in this Agreement.
2. **INTEGRATION.** This Agreement fully supersedes any and all prior agreements or understandings between the Parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both Parties hereto subsequent to the execution of this Agreement. This Agreement’s terms and conditions shall prevail should any contradiction arise between this Agreement and any content attached by Consultant.

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| **University of Southern California**  **Department Representative**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / | **Consultant**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / |

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| **University of Southern California**  **Procurement services**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:      /     / |

**EXHIBIT A**

**STATEMENT OF WORK**

PROJECT TASKS

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COMPENSATION

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TERM

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