**LEASED EMPLOYEE AGREEMENT**

 **THIS AGREEMENT**, is made and entered into effective by and between The Board of Trustees of the University of Alabama, on behalf of University Hospital (hereinafter “UAB”) and (“Company”), as follows:

**W I T N E S S E T H**:

 **WHEREAS**, UAB owns and operates University Hospital, a tertiary care facility,

WHEREAS, Company [fill in business purpose] ;

 **WHEREAS**, (“Lessee”) desires to lease certain staff from (“Lessor”) (hereinafter the “Leased Employees”); and

 **WHEREAS**, Lessor is willing to allow the Leased Employees to provide staffing services to Lessee during the term hereof and in accordance with the terms and conditions of this Agreement set forth herein;

 **NOW THEREFORE**, in consideration of the premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, it is agreed as follows:

 1. **Services**. Lessor agrees to provide to Lessee the Leased Employees whose names, titles and departments and the percentage of activity devoted by such Leased Employees to serving the interest of Lessor as appear on **Exhibit A** attached hereto which Exhibit may be amended from time to time in writing by the parties to this Agreement.

 2. **Term**. The initial term of this Agreement shall be from to . The Agreement shall thereafter automatically renew for additional terms of twelve (12) months each.

 3. **Compensation and Related Expenses**.

 (a) As compensation for the services of the Leased Employees, Lessee agrees to pay Lessor the amounts set forth in Exhibit A, as adjusted from time-to-time by the parties to reflect the current compensation of the Leased Employees. Lessor will furnish Lessee with advance notice of any changes in compensation of the Leased Employees. Said payments shall be made by Lessee no later than the 20th working day after receipt of invoice from Lessor.

 (b) While this Agreement is in effect, and to the extent applicable to the Leased Employees, Lessor shall maintain professional liability insurance coverage for each of the Leased Employees.

 4. **Employee Relationship**. In the performance of the services under this Agreement, it is mutually agreed and understood that the Leased Employees are, at all times, employees of Lessor . The Leased Employees are not to be considered agents or employees of Lessee for any purpose. Lessor shall be responsible for all federal, state and local taxes, including estimated taxes and employment reporting for the Leased Employees.

 5. **Independent Contractor Relationship**. In performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the Leased Employees are at all times serving as independent contractors providing Lessee with services as Leased Employees. Amounts paid to Lessor by Lessee as compensation for services provided by the Leased Employees are for services purchased, and amounts paid to Lessor shall be deemed to be fees for services to independent contractors and shall not be subject to any withholding for federal income tax, Social Security taxes, federal unemployment tax or applicable state income taxes. The Leased Employees are not considered to be agents or employees of Lessee for any purposes.

 6. **Termination**. Either party may terminate this Agreement by furnishing the other with ninety (90) days written notice.

 7. **Entire Agreement**. This Agreement, including the documents referred to herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

 8. **Interpretation of Agreement**: All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally, and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

 9. **Succession and Assignment**. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of his or its rights, interests or obligations hereunder without the prior written approval of each other party.

 10. **Invalidity**. If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent and the broadest application permitted by law.

 11. **Headings**. The section headings and captions contained in this Agreement are inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

 12. **Notices**. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed duly given if it is sent registered mail and addressed to the intended recipient as set forth below:

 **If to Lessor**:

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

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

 **If to Lessee:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 13. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of Alabama.

 14. **Amendments and Waivers**. No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior subsequent default, misrepresentation or breach of warranty or covenant hereunder or effect in any way any rights arising by virtue of any prior or subsequent such occurrence.

 15. **Rules & Regulations and Competency Files**. It is understood and agreed that Lessor shall maintain the competency files as required by any accreditation or regulatory body, including, but not limited to the Joint Commission for the Accreditation of Healthcare Organizations. Further, the Leased Employees shall abide by all applicable Lessee operating policies and procedures.

 16. **Sanctioned Persons.** Lessor represents and warrants that Lessor 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. Lessor shall immediately notify Lessee in the event that Lessor is no longer able to make such representations, and Lessee may upon five (5) business days written notice terminate this Agreement.

**IN WITNESS WHEREOF**, Lessor and Lessee, by and through its duly authorized officers, have caused this Leased Employee Agreement to be executed on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**THE BOARD OF TRUSTEES**

**OF THE UNIVERSITY OF ALABAMA COMPANY**

**ON BEHALF OF UNIVERSITY HOSPITAL**

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

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

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

**Rev. 4/12**

**EXHIBIT A**

Name Job Title Department Percentage Lease Payment