

ADDENDUM TO AGREEMENT

[Legal Name of Hospital System] (“Hospital”) and _____ Inc., a _____ corporation (“Company” or “Vendor”), sometimes referred to jointly as the “Parties,” agree that this Addendum is in addition to the Parties’ Agreement, is not in conflict with it, and is hereby incorporated therein.

1. Hospital’s Policies. Company agrees to comply with Hospital’s policies and requirements for Vendors performing work on Hospital’s premises, including but not limited to, policies governing seasonal influenza vaccine, other vaccines based on risk or work in patient care areas; infection control; code of conduct; no-smoking on campus; and all other policies and requirements for Vendors as applicable in the determination and discretion of Hospital.
2. Qualifications. Company warrants that each of the technicians, agents and subcontractors assigned to perform Services shall have the proper licenses, certifications, skill, training, and experience to perform the Services, and that the Services will be performed in a competent and professional manner. Company will ensure that all personnel providing services to Hospital under this agreement will operate only within the scope of their license or credentials.
3. Infection Control Guidelines. On or before delivery, Company will provide Hospital with printed or electronic manufacturer instructions for equipment cleaning and infection control. Hospital endeavors to adhere to best practices and industry standard infection control requirements, and operates in compliance within applicable accreditation standards; therefore, Company agrees to cooperate with Hospital in meeting such standards as requested by Hospital from time to time.
4. Vendor Registration. Company agrees to register with Hospital’s vendor management system prior to providing Services and will be responsible for compliance with applicable requirements and annual registration fees.
5. Relationship. Company shall perform all services under the Parties’ Agreement as an independent contractor and shall not be considered an agent or employee of the Hospital for any purpose whatsoever. Company shall not be entitled to any employee benefits from the Hospital of any kind, including worker’s compensation, medical, death, or accident benefits. Company agrees to disclose its capacity as an independent contractor when dealing with others and shall have no power to bind the Hospital in any manner.
6. Hospital’s Confidential Information. By signing this Agreement, Company agrees not to give, sell, loan, communicate or otherwise disclose any confidential information of the Hospital, its patients or employees to any persons, firms or corporations, except in the course of performing the services as provided for herein for the sole and exclusive benefit of the Hospital. This Confidentiality clause shall apply to knowledge of information the Company acquired by providing services under the Parties’ Agreement. Company must have on file confidentiality agreements protecting Hospital’s confidential information for each of its employees and independent contractors providing services to Hospital under the Parties’ Agreement.
7. Dispute Resolution. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its enforceability, interpretation or validity, the parties agree to meet and confer in good faith to attempt to resolve such dispute, controversy or claim without an adversarial proceeding. Should such attempts at resolution prove unsuccessful, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration with Judicial Dispute Resolution (“JDR”), located in Seattle, Washington, under the rules set by the arbitrator. The place of arbitration shall be Clallam County, Washington, and the fees and expenses of the arbitration shall be borne equally by the parties, provided that in any litigation to enforce an arbitration award, the prevailing party

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in such action shall be entitled to recover from the other party its costs and reasonable attorney's fees in addition to any other relief granted.

8. Insurance. Company shall own and maintain appropriate liability insurance coverage for the duration of this agreement, with a carrier authorized to do business in Washington State, with such coverage renewed or purchase of an extended reporting endorsement. The insurance policy limits shall be a minimum of \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate. Company's insurance shall be primary and not additional to or contributing to any other insurance carried by Hospital.
9. Mutual Indemnity. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right and responsibility to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This mutual indemnity shall survive the termination of this Agreement.
10. Protected Health Information. The parties acknowledge that as a result of this Agreement, Company may have access to and receive from Hospital, health information ("Health Information") as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Section 1171 of Public Law 1040191 ("HIPAA") and its related regulations (45 CFR Parts 160, 162, and 164), and Chapter 70.72 RCW, the Washington State Health Care Information Access and Disclosure Act of 1991. Company will protect all such information in compliance with the above-noted regulations, Hospital's policies, and in accordance with the Business Associate Agreement, which is attached as Exhibit ___.
11. Governing Law. This Agreement is governed by and must be construed under the laws of the State of Washington. The Parties agree to be bound by all applicable state and federal laws and confidentiality laws, as they are currently drafted and as they may change from time to time.
12. Notices. Notices shall be made in writing and mailed by certified mail, return receipt requested. All correspondence and notices to Hospital shall be directed to _____ at _____. All correspondence and notices to the Company shall be directed to _____ at: _____.
13. Excluded Provider. To the best of Company's knowledge, neither Company nor any of its officers, U.S. employees, directors or subcontractors are (i) currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 USC Section 1320a-7b(f) (the "Federal Healthcare Programs"); or (ii) has been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) has been excluded, debarred or otherwise declared ineligible to participate, during the last five (5) years, in the Federal Healthcare Programs. Company will take prompt steps to correct any known non-compliance with any exclusion law or regulation and will notify Hospital if it becomes aware of any such exclusion that likely will impact Hospital's reimbursement from the federal government. Company agrees that if it becomes excluded from participating in the Federal Healthcare Programs, this will be considered a material breach of this Agreement and cause for immediate termination by Hospital.

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- 14. Annual Evaluation. Company is hereby notified that Hospital will perform a formal written evaluation of the services performed by Company including: organizational and individual performance, timeliness, quality of service/product, services and products meeting Hospital standards, technical support as needed, acceptance of feedback from Hospital, and whether the contracted services align with Hospital’s mission, vision and goals.
- 15. Clinical Acceptance. Company shall notify Hospital that installation/implementation is complete. Hospital shall either accept or reject the installation/implementation in writing based on whether all the deliverables have been performed in substantial and material accordance with the applicable Agreement within thirty (30) days of the notice of completion.
- 16. Travel Expense Reimbursement. Company agrees to follow Hospital’s Travel Expense Reimbursement Guide, attached to this Addendum as Exhibit ___.
- 17. Assignment. Neither party may assign this Agreement or delegate any of its obligations or liability under this Agreement without the other party’s written consent. Any prohibited assignment or delegation may constitute a material breach and default.

HOSPITAL:

COMPANY:

Signature

Date

Signature

Date

Printed Name

Title

Printed Name

Title