**FACILITY USE AGREEMENT**

This Facility Use Agreement (“Agreement”) is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20XX, by and between CHRISTUS Health System (“Facility”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

Facility owns and operates space and equipment referred to as the Simulation Lab (“Sim Lab”) and Contractor wishes to use the Sim Lab from time to time for training purposes. Therefore, the parties agree to the terms and conditions set forth below.

A. **Scope of Agreement.** Facility shall provide certain services as set forth in Schedule A (“Services”), which specifies the Services to be provided by Facility and the compensation rates for the Services (“Fee Schedule”).

B. **Access to Facilities**. Facility agrees to provide Contractor with use of the Sim Lab during the Term of the Agreement at mutually agreed upon dates and times.

C. **Term and Termination**. The term of this Agreement shall be effective upon Facility’s signature and shall expire one (1) year thereafter. Either party may terminate this Agreement with or without cause upon giving 30 days’ prior written notice to the other party.

D. **Payment Information**. Facilitywill provide use of the Sim Lab and the ability to use any items/services as specifically described in theFee Schedule. The parties acknowledge that total fees may vary due to the type of services requested and/or length of training sessions. The parties certify that they have negotiated the fees in good faith and believe them to be fair market value and in accordance with all federal, state, and local laws including the federal anti-kickback statute set forth in 42 U.S.C. § 1320a- 7b.

E. **Confidentiality**. Facility may present confidential information, and may also disclose business plans, future devices, or other subject matter that is confidential and has not been released to the public. Contractor agrees that it will keep confidential all information received and its employees will not disclose the information to any third party or use the information for any purpose. This does not apply to any information to the extent it becomes publicly available through no fault of Contractor or its employees, is released to the public by Contractor in writing, is lawfully received by Contractor and or its employees from a third party, is disclosed to a governmental unit, court or agency upon presentation of a subpoena, in which case Facility will advise Contractor before such release, or is information previously known or developed independently.

F. **Insurance and Indemnification**. The parties acknowledge that each maintains comprehensive general liability insurance or self-insurance on their respective property, including, but not limited to capital equipment, in an amount of $1 million per occurrence / $3 million annual aggregate. Contractor shall indemnify and hold Facility harmless for any claims, damages, injuries, or expenses arising as a result of Contractor’s use of the Sim Lab, including but not limited to claims by Contractor’s trainees and invitees for injuries suffered at the Sim Lab unless such injuries were solely the result of Facility’s negligent or wrongful action or inaction.

G. **Relationship of the Parties**. Contractor and Facility are independent contractors and this Agreement creates no employment relationship between Facility and the employees of Contractor or between Contractor and the employees of Facility. Contractor and Facility shall each be responsible for its own employees and shall provide and maintain Worker’s Compensation Insurance to statutory limits for all of its employees who perform functions related to this Agreement.

I. **Fair Market Value.**  The parties certify that this Agreement shall be performed and the Services shall be provided in accordance with all applicable federal, state and local laws, including the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b.

K. **Lab Policies**. Contractor agrees to comply with Facility’s Sim Lab Policy and Procedures in its use of the Sim Lab, as such may be amended from time to time. The current Policy and Procedures is attached as Exhibit B to this Agreement.

L. **Non-Exclusion.** Each party warrants that neither it nor any of its employees or agents person providing services under this Agreement is an Ineligible Person. An “Ineligible Person” is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

|  |  |
| --- | --- |
| **Contractor**    By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Facility**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**STANDARD RATE - Non Pro-Rated**

**SERVICES AND FEE SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For:** | 1 room, 4 hour scenario for up to 5 students, to include basic supplies. | |  |  |
|  |  |  |
| **# of Hours \*** | **ROOM USAGE** | **COST** | **UNITS** | **TOTAL** |
| 1-4 | Simulation Room |  | 1-4 hours or fraction thereof |  |
|  | **ADDITIONAL CHARGES** |  |  |  |
| 4 | Simulation Room |  | Block Rate |  |
| 4 | Mannequin |  | Block Rate |  |
| 4 | Task Trainers |  |  |  |
| 4 | Port Access |  | Block Rate |  |
| 4 | All additional Task Trainers |  | Block Rate |  |
| n/a | Pre-made supply kits |  |  |  |
|  | (insert type of supply kit) |  | Per-Kit |  |
| 1 | Educator/trainer |  | Hourly |  |
| 1 | Curriculum Development |  | Hourly |  |
|  | Indirect Cost |  |  |  |
| ***TOTAL*** |  |  |  |  |
|  | | | |  |

**STANDARD RATE - Pro-Rated**

**SERVICES AND FEE SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | |  |  |
|  |  |  |
| **# of Hours \*** | **ROOM USAGE** | **COST** | **UNITS** | **TOTAL** |
| 1-4 | Simulation Room |  | 1-4 hours or fraction thereof |  |
|  | **ADDITIONAL CHARGES** |  |  |  |
| 1 | Simulation Room |  | Hourly |  |
| 1 | Mannequin |  | Hourly |  |
| 1 | Task Trainers |  |  |  |
| 1 | Port Access |  | Hourly |  |
| 1 | All additional Task Trainers |  | Hourly |  |
| n/a | Pre-made supply kits |  |  |  |
|  | (insert type of supply kit) |  | Per-Kit |  |
| 1 | Educator/trainer |  | Hourly |  |
| 1 | Curriculum Development |  | Hourly |  |
|  | Indirect Cost |  |  |  |
| ***TOTAL*** |  |  |  |  |
|  | | | |  |

**EXHIBIT B**

**SIM LAB POLICY AND PROCEDURES**