STANDARDIZED PATIENT INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between THE OHIO STATE UNIVERSITY on behalf of its Clinical Skills Education and Assessment Center (“OSU”) and ______________ (“Standardized Patient”).

1. **Term:** OSU shall retain Standardized Patient as an independent contractor, and Standardized Patient hereby accepts this arrangement, beginning the _____ day of ________________, 20___, and continuing until one year from the date of signature or until terminated in accordance with Section 7.

2. **Services:** The Standardized Patient shall provide services, on an as needed basis at the discretion of OSU, for the Clinical Skills Education and Assessment Center, Prior Hall, 376 West 10th Avenue, Columbus, Ohio. OSU shall schedule specific appointments with Standardized Patient in accordance with the needs of OSU and dependent on the availability of Standardized Patient. Services to be provided shall include accurately and consistently simulating/recreating an actual patient. Standardized Patient will simulate behaviors, affects, history, physical exam aspects of a patient case, as well as simulate patient responses. Standardized Patient will be interviewed and/or physically examined by health care trainees. Standardized Patient may complete checklists to assess the performance of trainees and may be required to give feedback to trainees. Standardized Patient will be expected to work one-on-one with some trainees and sometimes in class settings with a group of students/trainees.

   Standardized Patient authorizes OSU and its agents to record photographs or other portraits or likenesses of Standardized Patient on videotape, CD, audiotape, film, photograph or any other medium and use, reproduce, modify, distribute, and publicly exhibit such recordings, in whole or in part, without restrictions or limitation for any purpose that OSU deems appropriate. The Standardized Patient further consents to the use of his or her name, pseudonym, voice and biographical material in connection with such recordings.

   Standardized Patient releases OSU, its successors and assigns, agents, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies an waive any right that Standardized Patient may have to inspect or approve the finished recordings.

3. **No Doctor Patient Relationship:** This agreement does not establish a doctor and patient relationship between Standardized Patient and OSU, or any physician involved with the Clinical Skills Education and Assessment Center. Standardized Patient shall be solely responsible for seeking the advice of his or her personal doctor for the diagnosis and treatment of any illnesses. Standardized Patient may not rely upon any advice or information included during the course of activities covered by this agreement. Diagnosis and treatment of human illness should be based on your medical history, including your family’s medical history, and a physical examination by your personal doctor along with your personal doctor’s professional judgment and review of test results.

4. **Compensation:** Standardized Patient will be compensated on the following rate schedule: $20.00 per hour. In addition, Standardized Patient will be reimbursed for parking expenses or parking vouchers will be provided to Standardized Patient at the time that services are provided. Standardized Patient will not be paid for travel time or for mileage expenses.

5. **Insurance:** Standardized Patient is not covered under any policy of insurance or self insurance program provided by OSU and is therefore required to obtain any necessary insurance at his/her sole expense.

6. **Confidentiality:** Standardized Patient will obtain confidential information about or from OSU (“Confidential Information”). Confidential Information includes, but is not limited to, identification and other information about students, student performance data, information about cases to be simulated and student performance checklists. Standardized Patient will not disclose Confidential Information to anyone, including family and friends, under any circumstances. Standardized Patient agrees to maintain in strict confidence all Confidential Information and will not, unless otherwise required by law, disclose such Confidential Information to any third party without OSU’s prior written consent.

7. **Termination:** Either party may terminate this Agreement with fifteen days advance notice upon the other party.
8. **Independent Contractor:** No relationship of employer and employee is created by this Agreement. Standardized Patient will act hereunder as an independent contractor with no claim under this Agreement or otherwise against OSU for vacation pay, sick leave pay, retirement benefits, Social Security, Workers Compensation, disability or unemployment insurance benefits or employee benefits of any kind, nor shall the Standardized Patient have any claim for any business and/or traveling expenses incurred as a result of or in complying with this agreement.

Standardized Patient shall be solely responsible for the payment and withholding of all federal, state and local income taxes, workers compensation insurance, social security and unemployment insurance for services under this Agreement. Standardized Patient shall indemnify, defend, and hold OSU free and harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys fees, resulting in any manner, directly or indirectly, from any negligent or willful act or omission of Standardized Patient, and/or related to its obligation to pay and withhold income tax, social security, and unemployment insurance, and to maintain workers’ compensation insurance.

9. **No waiver:** Failure at any one or more times to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any term or condition under this Agreement.

10. **Assignability:** This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors or assigns of the parties. The rights of the Standardized Patient may not be assigned or otherwise transferred nor may the obligations of the Standardized Patient be delegated to anyone else.

11. **Amendments:** No modification or amendment of this Agreement shall be effective unless in writing duly executed by both parties.

12. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties unless specific reference to other agreements is made herein, and supersedes all prior and contemporaneous agreements between the parties in connection with the subject matter of Standardized Patient services provided to OSU.

13. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

14. Standardized Patient shall comply with all codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force and with all regulations applicable to visitors to OSU.

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**STANDARDIZED PATIENT**

By: ____________________________

(circle one: individual or guardian*)

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**THE OHIO STATE UNIVERSITY**

*A guardian is a person who assists you with understanding and signs your legal agreements*