



Contract for Medical Services

This agreement is entered into this _____ day of _____, 2020 by and between ALABAMA STATE UNIVERSITY (hereinafter referred to as "ASU"), 915 S. Jackson Street, Montgomery, AL 36104, and _____ (hereinafter referred to as "Program").

In consideration of the mutual promises and covenants set forth herein, and other good and sufficient consideration, the parties agree to the following:

- Description of Services.** Nurses from ASU's Health Services will provide services for Program Participants and/or confer with the University Nurse Practitioner, as medically indicated. Prior to care being provided each program participant must submit a signed Medical Information and Release form for services to Health Services. Nurses from ASU's Health Services will inform the Program Director of situations requiring medical consultation beyond Health Services Center and University Nurse Practitioner parameters.
- Term of Contract.** ASU Health Services nurses will provide services from _____, 2020 to _____, 2020, to Program Participants;
- Payment.** Program will pay ASU \$25.00 each time a summer participant is required to see ASU's nurse for a different illness/injury. To receive payment for services, Health Services must submit an invoice to Program when the program ends. Program will make payment to ASU Health Services via check within 30 days of submission of the invoice and completion of the services.
- Default.** Upon default, Program agrees to pay ASU all reasonable attorneys' fees and other costs, expenses, and charges incurred or paid by ASU in successfully protecting or enforcing its rights hereunder. No waiver by ASU of a default or breach of any term or provision of the contract hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If the contract is voided, the Program is not liable to ASU for any compensations.
- Contractor Fulfillment.** Payment is based on completion of services noted in Paragraph One (1). If ASU fails to complete the noted requirements, this contract will be terminated. ASU will be paid for services rendered up until the date of termination.
- Entire Contract/ Amendments.** This contract states the entire agreement between the parties and merges herewith all statements, representation, and covenants heretofore made, and any other agreements not incorporated herein



are void and of no effect. Any changes, modifications, or amendments to this contract must be reduced to and approved in writing by both parties.

- 7. **Governing Law.** This agreement will be governed and construed in accordance with the laws of the State of Alabama. In the event any legal action is brought by either party, such action shall be commenced in the State Court of Montgomery County, Alabama.
- 8. **Termination.** ASU may terminate this contract at any time.

IN WITNESS WHEREOF, the parties do indicate their acceptance of and intention to be bound by this contract by their respective signatures below.

Program: _____

Signature Date

Title: _____

FOR AND ON BEHALF OF ALABAMA STATE UNIVERSITY

Signature Date

Title: _____