

Appendix E: Mission and Support Agreement: Mentor and Grant Development

MISSION SUPPORT AGREEMENT (Mentor and Grant Development)

THIS MISSION SUPPORT AGREEMENT (the "Agreement") is made and entered into effective as of [Insert Date] (the "Effective Date"), by and between the [Insert School of Medicine], a [Insert State] benevolent corporation created by special act of the [Insert State] general assembly, on behalf of its [Insert School of Medicine], Division of [Insert Division] ("[Insert School of Medicine]") and [Insert School of Nursing] at [Insert Hospital], a division of [Insert Hospital], a [Insert State] nonprofit public benefit corporation ("College"). [Insert School of Medicine] and College are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, College, educates health care professionals awarding bachelors, masters and doctoral degrees in nursing.

WHEREAS, [Insert School of Medicine] is a medical school that offers a wide array of academic departments and programs for its students, including the Division of [Insert Division]

WHEREAS, College and [Insert School of Medicine] have entered into a Support Services Agreement dated [Insert date] (Support Services Agreement") whereby [Insert School of Medicine] provides faculty members to assist in developing grants and mentoring College's faculty, graduate and undergraduate students in [Insert service] (the "Services").

WHEREAS, as part of the funding of the Support Services Agreement, College agrees to provide financial support for faculty members in the Division of [Insert Division] to promote such grant development and mentoring in the area of research and grant development for College students (the "Joint Mission").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, [Insert School of Medicine] and College agree as follows:

ARTICLE I GRANT IN SUPPORT OF JOINT MISSION

1.1 Grant by College. College hereby contributes to [Insert School of Medicine] the sum of [Insert Dollar amount] (the "Grant") to support and promote the Joint Mission. The amount of the Grant is not conditioned on, and does not (and shall not) take into account, the volume or value of any referrals to, or other business generated for, College by [Insert School of Medicine], Faculty, any Faculty Physician, or any other individual or organization.

1.2 Payment of Grant. The Grant shall be paid by College to [Insert School of Medicine] in [Insert Number] equal annual installments on or before [Insert date] of each year.

ARTICLE II
TERMS AND CONDITIONS FOR USE OF GRANT FUNDS

2.1 Maintenance of Grant Funds. Grant funds shall be deposited and maintained by [Insert School of Medicine] in an account segregated from other [Insert School of Medicine] funds.

2.2 Support of Joint Mission. Grant funds shall be used solely to support the Joint Mission of the Parties. [Insert School of Medicine] shall provide a quarterly accounting to College outlining the allocation and use of the Grant funds.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Organization and Corporate Authority. Each party has all requisite power and authority (corporate and other) to conduct its business and to enter into and perform its obligations under this Agreement.

3.2 No Inducement of Referrals. In connection with this Agreement, neither Party has promised or agreed to, and shall not (1) refer patients or business to, order, purchase or lease health care items or services from, or recommend that others (or arrange for others to) order, purchase or lease health care items or services from Hospital, or (2) cause or influence Faculty or any Faculty Physician or any other individual or organization to make any such referrals, orders, purchases, leases, recommendations or arrangements.

ARTICLE IV
TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be [Insert Number] years (the "Term"), commencing on the Effective Date. On or prior to the expiration of this Agreement, the parties shall determine whether additional grants shall be provided to [Insert School of Medicine] in support of the Joint Mission and in such event an amendment to this Agreement shall be executed by the Parties.

4.1 Termination.

4.2.1 By Mutual Agreement. This Agreement may be amended or terminated at any time by mutual agreement of the Parties.

4.2.2 For Breach of Agreement. College may terminate this Agreement in the event that [Insert School of Medicine] materially breaches any of the terms, provisions or conditions hereof to be observed, kept or performed by it and does not cure the breach within [Insert Number] days following receipt of written notice thereof.

4.2.3 Upon Exclusion. Debarment or Suspension.

4.2.3.1 Of a Party. In the event that either Party is excluded from participation in any

federal health care program, as defined in 42 U.S.C. § 1320a-7b(f), or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, or is the subject of any formal adverse action (whether threatened, pending or actual), as that term is defined in 42 U.S.C. § 1320a-7e(g), then such Party shall notify the other Party of such action in writing within two [Insert Number] business days of its occurrence (the "Exclusion Notice"), and the other Party shall be entitled to terminate this Agreement immediately upon receipt of the Notice.

4.2.3.2 Of a Faculty Physician. In the event that a Faculty Physician, or any other employee or agent of either Party, is excluded from participation in any federal healthcare program, as defined in 42 U.S.C. § 1320a-7b(0), or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, or is the subject of any formal adverse action (whether threatened, pending or actual), as such term is defined in 42 U.S.C. § 1320a-7e(g). then [Insert School of Medicine] or College, as appropriate, shall provide an Exclusion Notice to the other Party, and the other Party shall be entitled to exclude such Faculty Physician or other employee or agent from participation in any program, research or other activity to which Grant funds have been allocated.

ARTICLE V STATUS OF THE PARTIES

5.1 [Insert School of Medicine] and College shall at all times be independent contractors of one another. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the Parties with respect to the services provided hereunder. In no event shall either Party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this Agreement.

ARTICLE VI COMPLIANCE WITH LAW

6.1 Changes in Law. This Agreement is intended to comply with all applicable federal and state laws and regulations. In the event that there are subsequent changes to or clarifications of laws or regulations that may render any term or condition of this Agreement noncompliant, or either Party determines in good faith that this Agreement is not in compliance with applicable laws or regulations, then the Parties shall negotiate in good faith to modify the terms and conditions of this Agreement to achieve compliance and remedy any prior noncompliance, but if compliance cannot be achieved reasonably, within [Insert Number] days, then this Agreement shall terminate at the election of either Party and neither Party shall have any further rights or obligations thereunder.

ARTICLE VII MISCELLANEOUS

7.1 Maintenance of Records. To the extent applicable, for the purposes of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, [Insert School of Medicine] agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the costs of services rendered in connection with this Agreement:

7.1.1 Until the expiration of [Insert Number] years after the furnishing of such services in connection with this Agreement, [Insert School of Medicine] shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States or any of their duly authorized representatives the contracts, books, documents, and records of [Insert School of Medicine] that are necessary to certify the nature and extent of such costs.

7.1.2 If [Insert School of Medicine] is requested to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, [Insert School of Medicine] shall notify College of the nature and scope of such request and make available upon written request of College, all such books, documents or records.

7.2 Notices. Notices or communications required or permitted to be given to the respective Parties by hand or by registered or certified mail shall be at the following addresses unless a Party shall otherwise designate its address by notice in writing.

TO COLLEGE:

[Insert School of Nursing]
[Insert address]

with a copy to:

[Insert Healthcare]
[Insert address]
Attn.: [Insert Name]

TO [Insert School of Medicine]:

[Insert School of Nursing]
[Insert address]

with a copy to:

[Insert Healthcare]
[Insert address]
Attn.: [Insert Name]

Notices are effective upon hand delivery or deposit, postage prepaid, in the U.S. mail.

7.3 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.4 Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of [Insert State]

7.5 Entire Agreement. This Agreement supersedes all previous agreements between the Parties with respect to the subject matter hereof, and constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

7.6 Amendment. This Agreement may be amended by mutual consent by an instrument in writing signed by the Parties, effective as of the date stipulated therein.

7.7 Waiver. A waiver of the breach of any terms or conditions of this Agreement by either Party shall not constitute a waiver of any subsequent breach or breaches.

7.8 Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a

court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Agreement shall be enforceable independently of any other.

7.9 Assignment and Delegation of Duties. Neither College nor [Insert School of Medicine] shall assign its rights or delegate any of its duties under this Agreement without the express written consent of the other.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

[INSERT SCHOOL OF MEDICINE]

[INSERT SCHOOL OF NURSING]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____