*University Agreement No.*

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**AFFILIATION/NURSING PROFESSIONAL SERVICES AGREEMENT**

**between**

# Regents of the University of Minnesota

**by and through its School of Nursing**

**and**

 ***this AFFILIATION/NURSING PROFESSIONAL SERVICES agreement* (“Agreement”)**, effective       (“Effective Date”) through       (“Term”) (Term may not exceed five (5) years), is made and entered into by and between the Regents of the University of Minnesota by and through its School of Nursing **(“University”)** and       **(“Affiliate”)**.

**RECITALS**

**WHEREAS**, Affiliate is a medical care facility that provides comprehensive healthcare services and services ancillary thereto; and

**WHEREAS,** University employs various registered/licensed and accredited nursing professionals skilled in such service delivery and management; and

**WHEREAS,** Affiliate wishes to purchase the services of certain University registered/licensed and accredited nursing professional to provide certain services at Affiliate; and

**WHEREAS,** University wishes to make available to Affiliate certain University registered/licensed and accredited nursing professionals to provide certain services at Affiliate.

**NOW, THEREFORE,** the parties agree as follows:

**1. Provision of Services of University Nurse Professional(s).** University shall provide Affiliate with the services of one or more of its licensed nurse professional faculty members (“University Nurse Professional(s)”) to provide certain services at Affiliate. The University Nurse Professional(s) as of the Effective Date of this Agreement are identified on Exhibit A, attached hereto and incorporated herein. The University Nurse Professional(s) rendering services under and during the Term of this Agreement may change from time-to-time by written agreement of the parties.

**2. Professional Services.** University Nurse Professional(s) shall provide the professional services set forth on Exhibit A (“Services”).

**3. Schedule.** University Nurse Professional(s) shall perform the Services at the times and days set forth on Exhibit A.

**4.** **Compensation, Invoices, Payments.**

* 1. **Compensation Rate.** For the Services rendered to Affiliate by each University Nurse Professional(s) during the current fiscal year, Affiliate will pay to University the compensation rate set forth on Exhibit B, attached hereto and incorporated herein.Annually, thereafter, during the Term of this Agreement, the parties will mutually agree, in writing, by amendment pursuant to Subsection 10.11 of this Agreement, upon the compensation rate for each such subsequent fiscal year.
	2. **Invoices.** University will submit invoices to Affiliate on the dates set forth on Exhibit B. Invoices shall reflect, along with the amount owing, the hours University Nurse Professional(s) provided Services to Affiliate during each such invoice period. University will submit invoices to Affiliate at the address set forth on Exhibit B.
	3. **Payments.** Affiliate will remit payment to University within thirty (30) days of receipt of each invoice. Payments will be made to “University of Minnesota School of Nursing” and will reflect “University Nurse Professional(s), University Agreement No.      ” on the memo line. Affiliate will send payments to University at the address set forth on Exhibit B.

**5. Licenses, DEA Registration and Program Participation.** University Nurse Professional(s), at all times providing Services under this Agreement, shall be licensed as a       in the State of Minnesota and be able to participate, without restriction, in all federal and state healthcare programs, including the Joint Commission and Medicare and Medicaid programs. University shall, and shall require University Nurse Professional(s) to, notify Affiliate as soon as possible, but in no event later than ten (10) days, if any such licensure, registration or certification is restricted in any way, suspended, revoked or otherwise terminated, or upon exclusion from participation in any federal or state healthcare program. Any University Nurse Professional(s) whose license, registration or certification is restricted, suspended, revoked or otherwise terminated, or who is excluded from participation may, at Affiliate’s sole option, cease to perform Services under this Agreement.

**6. Equipment and Facilities.** Affiliate shall provide and maintain (or cause to be provided and maintained) such staff, equipment, supplies and facilities as Affiliate reasonably deems necessary for University Nurse Professional(s)’ performance of duties under this Agreement. University Nurse Professional(s) shall not use any Affiliate staff, equipment, supplies or facilities for any purpose other than as provided by this Agreement. Affiliate shall regularly consult with University Nurse Professional(s) regarding equipment and supply needs.

**7. Confidentiality.**

**7.1 Confidentiality of Patient Records.** All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or maintained during the course of the performance of the Services under this Agreement, shall be treated by the parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed or published to any party other than as required or permitted under applicable laws. To the extent, and at such time as additional legal and regulatory requirements regarding the confidentiality and security of health information, including, but not limited to, regulations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), affect the obligations of the parties under this Agreement, the parties shall amend this Agreement as necessary and cooperate to achieve compliance with such requirements.

**7.2 Other Confidential Information.** During the course of the performance of the Services under this Agreement, the parties may have access to or become acquainted with confidential information relating to each other’s business. The parties acknowledge and understand the importance of maintaining such information, including the terms and conditions of this Agreement, confidential and agree never to use, except to perform their duties hereunder, or disclose such information to any third party, except as may be required by law. If disclosure is ordered by a court or administrative order, the party subject to the order shall immediately notify the other party. Upon termination of this Agreement, the parties agree to immediately return to the other party all records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential information of the other party.

**7.3** **Access to Books and Records.**

* + 1. University shall have the right to review, audit and copy the books and records of Affiliate (in whatever medium they exist) to verify Services performed by University Nurse Professional(s) and payments submitted by Affiliate pursuant to the terms of this Agreement.

7.3.2 As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing Services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such Services. If either party is requested to disclose books, documents or records pursuant to this Section for any purpose, the disclosing party shall immediately notify the other party of the nature and scope of such request. This Section is included pursuant to and is governed by the requirements to 42 U.S.C. § 1395x(v)(I) and the regulations thereto

**8. Insurance and Indemnification.**

* 1. **University Insurance.** University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate. Upon request, University will provide a certificate of insurance evidencing such coverage to Affiliate.
	2. **University Indemnification**. University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including University Nurse Professionals) during the performance of its obligation under this Agreement. University’s liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.
	3. **Affiliate** **Insurance.** Affiliate shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate. Upon request, Affiliate will provide a certificate of insurance evidencing such coverage to University.
	4. **Affiliate Indemnification.** Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including University Nurse Professionals) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement
	5. **Notice Required.** The parties shall notify each other as soon as possible, but in no event later than ten (10) days of any actual or threatened claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement and shall cooperate in all respects in the defense of any such claim, action, suit or proceeding.

**9.** **Termination.** Subject to the continuing obligations of the parties set forth in Sections 7 and 8, this Agreement may be terminated as set forth below.

**9.1 Without Cause.** This Agreement may be terminated for any reason or no reason at any time by either party upon at least sixty (60) days’ advance written notice to the other party of such intention to terminate.

**9.2** **With Cause.** This Agreement may be terminated by either party with cause upon default by the other party under any material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, this Agreement shall be deemed terminated without further action.

**9.3** **Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties.

**9.4 Post-termination Obligations.** The expiration or termination of this Agreement shall not relieve either party of any obligation pursuant to this Agreement which arose on or before the date of expiration or termination, and the Sections of this Agreement which, by their terms, extend beyond expiration or termination of this Agreement, shall survive and continue in full force and effect after the expiration or termination of this Agreement.

**10. General Provisions.**

* 1. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party, and any purported assignment in violation of this provision shall be void.
	2. **Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations hereunder shall be suspended.
	3. **Governing Law.** The internal laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.
	4. **Independent Contractor.** In the performance of their obligations under this Agreement, the parties shall be independent contractors and shall have no other legal relationship including, without limitation, partners, joint venturers or employees. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation is this Section shall be void. Neither party shall take any actions to bind the other party to an agreement.
	5. **Jurisdiction.** All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.
	6. **Nondiscrimination.** Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.
	7. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or electronic mail, provided such delivery is confirmed, or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this Section.

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| **If to University:**University of MinnesotaSchool of NursingAttn: Chief Administrative Officer Curtis A. Coffer, PhD, CPA308 Harvard Street SE, 5-140 WDHMinneapolis, MN 55455Fax: 612.626.6291E-mail: coffe044@umn.eduwith a copy to (which shall not constitute notice):University of MinnesotaAcademic Health Center Counsel420 Delaware Street SE, MMC 501Minneapolis, MN 55455 | **If to Affiliate:**     Attn:                     Fax:      E-mail:      with a copy to (which shall not constitute notice):                     |

* 1. **Responsibility for Payment of Taxes.** Affiliate shall not treat University or University Nurse Professional(s) as an employee for any reason including, but not limited to, the Federal Unemployment Tax Act, the Social Security Act, the Workers’ Compensation Act and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. University shall be solely responsible for payment of all self-employment and/or applicable federal and state income taxes.
	2. **Survival.**  Upon termination or expiration of this Agreement for any reason, Sections 4, 7 and 8 (with respect to any claim, action or proceeding relating to actions or omissions alleged to have occurred during the term of this Agreement) shall survive.
	3. **Use of Name or Logo.** Each party agrees not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other party or the name of any representative of the other party in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of the other party in each instance. Notwithstanding the foregoing, the parties may use the name of the other party in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. In such case, the providing party shall provide the other party with a copy of any such document.
	4. **Amendments.** This Agreement and the exhibits attached hereto may be amended upon the mutual written consent of the parties. Each such amendment shall be in writing and shall be executed by the authorized representative(s) of each of the parties. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.
	5. **Entire Agreement.** This Agreement and the exhibits attached hereto represent the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representatives and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.

**IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of her/his respective party.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **REGENTS OF THE UNIVERSITY OF MINNESOTA**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Connie White Delaney, Ph.D., R.N., F.A.A.N., F.A.C.M.I.Title: Dean, School of NursingDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brooks Jackson, M.D. Dean of the Medical School Vice President for Health Sciences Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**University Nurse Professional(s) Identification/Services/Schedule**

1. University Nurse Professional(s):

1. Services to be Provided by Nurse Professional(s):

1. Schedule:

**EXHIBIT B**

**Compensation Rate/Billing Schedule/Payment Schedule**

**for**

**Fiscal Year 20****-**

**(July 1, 20****through June 30, 20****)**

1. Compensation Rate. Pursuant to Subsection 4.1 of this Agreement, for the Services rendered to Affiliate by University Nurse Professional(s) during this current fiscal year, Affiliate will pay University, for each such University Nurse Professional:

1. Invoices. Pursuant to Subsection 4.2 of this Agreement, University will submit invoices to Affiliate reflecting the amount owing and the hours University Nurse Professional(s) provided Services to Affiliate during each such invoice period. Invoices will be submitted to Affiliate on September 30, December 31, March 31 and June 30 at the following address:

Attn:

Telephone:
Fax:
Email:

The parties may agree to electronic invoices.

1. Payments. Pursuant to Subsection 4.3 of this Agreement, Affiliate will remit payment to University within thirty (30) days of receipt of each invoice. Payments will be made to “University of Minnesota School of Nursing” and will reflect “University Nurse Professional(s), University Agreement No.      ” on the memo line. Affiliate will send payments to University at the following address:

University of Minnesota School of Nursing

Attn: Chief Administrative Officer

Curtis A. Coffer, PhD, CPA

308 Harvard Street SE

5-140 Weaver Densford Hall

Minneapolis, MN 55455

Telephone:  (612) 625-0518

Fax:  (612) 626-6291
E-mail: coffe044@umn.edu

The parties may agree to electronic payments.