

**SUBCONTRACT AGREEMENT  
BETWEEN  
CITY OF LINCOLN AND CEDARS YOUTH SERVICES**

**I. INTRODUCTION.**

This Subcontract Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department, for the Parenting Support Project (PSP), and CEDARS Youth Services (Program Provider), with a place of business at 620 North 48<sup>th</sup> Street, Suite 100, Lincoln, NE 68504, and (402) 434-5437.

The purpose of this agreement is to provide Parenting Support services to promote positive parenting through prevention-focused, intensive home-based interventions using a nationally recognized, multidisciplinary model – Healthy Families America, consistent with the Home Visitation contract between the Nebraska Department of Health and Human Services (Department) and the Lincoln-Lancaster County Health Department attached as Appendix A.

**II. SERVICES.**

The City and Program Provider enter into this Agreement for the Program Provider to:

- A. Provide staffing as outlined in the Home Visitation Contract between the Nebraska Department of Health and Human Services (Department) and Lincoln-Lancaster County Health Department (Appendix A);
- B. Conduct Criminal History Checks as required by the Department;
- C. Hire staff with the qualifications required by the Department;
- D. Provide required reports in accordance with the content and timeline required by the Department;
- E. Maintain and retain records as required by the Department;
- F. Participate as equal partners in all activities related to the PSP; and
- G. Cooperate fully with all reasonable requests of the City or as directed by the Department.

The City and Program Provider enter into this Agreement for the City to:

- A. Provide staffing as outlined in the contract with the Department;
- B. Provide Office Space including office space for staff, interns, and volunteers assigned to the PSP;
- C. Provide one laptop computer each for the CEDARS PSP Supervisor, and the CEDARS PSP Family Partner;
- D. Provide one landline phone each for the CEDARS PSP Supervisor, and the CEDARS PSP Family Partner; and

- E. Provide the Program Information Management System (PIMS) for the PSP as recommended by Health Families America for information management for the Program.

In addition, the City and Program Provider mutually agree as follows:

- A. All assigned staff will participate in training as required by the PSP;
- B. Provide voluntary prenatal home visits and voluntary newborn visits as required by the Department;
- C. Provide services to a range of 36-60 families as required by the Department; and
- D. Adhere to all policies and procedures related to client consent, confidentiality, and record security and retention.

### **III. TERM.**

The term of this Agreement shall be from March 1, 2008 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2009. Upon expiration of the term prior to completion, City shall pay the Program Provider for any services completed up to the date of expiration.

### **IV. COMPENSATION.**

The City agrees to pay the Program Provider a total of \$84,200.00 for the term of this Agreement. The Program Provider shall be compensated on a monthly basis after the provision of services and the submission of reports and billing as outlined in Section II of this Agreement. Monthly payments will be made by the City for approved expenses as outlined in Appendix B.

### **V. TERMINATION FOR BREACH.**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party forty-five (45) days written notice. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

### **VI. TERMINATION FOR CONVENIENCE.**

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Program Provider with forty-five (45) days written notice of the termination. Upon termination, the City shall

pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

## **VII. TERMINATION FOR LACK OF FUNDING.**

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

## **VIII. DUTIES GENERALLY.**

The Program Provider agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

## **IX. INDEPENDENT CONTRACTOR.**

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

## **X. INSURANCE.**

- A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful

death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$10,000;
7. Fire Damage (any one fire) - \$100,000

B. Program Provider shall maintain as its own expense during the life of this Agreement, the following:

1. Professional Liability Insurance or self insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering the Program Provider and its employees for alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for treatment; or
2. Professional Liability Insurance with a minimum amount of \$1,000,000 per claim in a claims made policy. The Program Provider must continue to maintain professional liability insurance for this Agreement's required dollar amount for at least a period of two (2) years after the expiration or termination of this Agreement. To satisfy this obligation, the Program Provider may provide the required insurance in the form tail coverage. The Program Provider shall provide proof of continued coverage upon request. This subsection survives any termination or expiration of this Agreement.

C. The following shall be provided and attached to this Agreement by the Program Provider:

1. A copy of a valid Nebraska applicable professional license; and
2. A Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance; and
3. Proof of Worker's Compensation Insurance, where appropriate.

D. Program Provider is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

## **XI. INDEMNIFICATION.**

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

## **XII. AUDIT PROVISION.**

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

## **XIII. FAIR EMPLOYMENT.**

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

## **XIV. FAIR LABOR STANDARDS.**

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

## **XV. NEBRASKA LAW.**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

## **XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

## **XVII. SEVERABILITY & SAVINGS CLAUSE.**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

## **XVIII. PRIVACY.**

The City is not a "covered entity" for purposes of HIPAA, however, the Program Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Program Provider agrees that it shall:

- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions;
- D. Report any improper use or disclosure of patient information immediately to the City.

## **XIX. ASSIGNABILITY.**

The Program Provider shall hire no employee, nor assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Program Provider from the City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

## **XX. INDEMNIFICATION/USE OF CITY EQUIPMENT.**

The City shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any City-owned equipment used by or supplied to the Program Provider or anyone directly or indirectly employed by Program Provider. The Program Provider's acceptance or use of any such equipment shall mean that Program

Provider accepts full responsibility for any loss or damage to the equipment while the equipment was used or under the control of Program Provider, or anyone directly or indirectly employed by Program Provider. In addition to paying for any such damage to the equipment itself, the Program Provider agrees to exonerate, indemnify, and hold harmless the City from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment. Such indemnification applies regardless of whether such damage or loss is occasioned by any employee or property of Program Provider, the City or other persons. Such indemnification shall not be qualified or reduced in any way because the subject equipment may be furnished, rented or loaned to Program Provider by the City, or because the Program Provider did not carry insurance to cover loss or damage to the subject equipment. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

**XXI. CAPACITY.**

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.



James R. Blue  
CEO & President, CEDARS Youth  
Services  
620 North 48<sup>th</sup> Street, Suite 100  
Lincoln, Nebraska 68504

Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508

6/18/08

Date of Signature

Date of Signature

A-

APPENDIX "A"



A84898

08R-138

Introduce: 6-2-08

RESOLUTION NO. A- 84898

Amended 6/09/08

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the attached Agreement between the Nebraska Department of Health and

3 Human Services and the Lincoln-Lancaster County Health Department for the Home

4 Visitation Project for a contract term from March 1, 2008 through June July 30, 2009 with an

5 option to renew for one year from July 1, 2009 to June 30, 2010 in an amount up to

6 \$200,000.00, in accordance with the terms, conditions and assurances contained in

7 said Agreement, which is attached hereto as Exhibit "A", is hereby approved and the

8 Mayor is hereby authorized to execute said Agreement on behalf of the City.

9 The City Clerk is directed to return the executed copies of the Agreement to

10 Bruce <sup>✓</sup>Dart, Director of the Lincoln Lancaster County Health Department.

Introduced by:

See further Council Proceedings on next page.

San A. Camp

AYES: Camp, Cook, Emery, Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

Approved as to Form & Legality:

John V. Hendry  
City Attorney

Approved this 12<sup>th</sup> day of June, 2008:

Chris Bauer  
Mayor

ADOPTED  
JUN 09 2008  
BY CITY COUNCIL

APPENDIX B

REVISED

06/06/2008

Parenting Support Project

Cedars: Subcontract Line Item Budget

March 1, 2008 through June 30,2009 (16 Months)

FTE Category / Line Item

PERSONNEL

1.00	Family Partner	40,000
0.25	Service Area Coordinator	17,680

Benefits

1.25 FTEs Cedars	
FICA & other payroll taxes	5,700
Health	7,200
Dental	260
Dis/Life	275
Pension	2,885

Administrative expense

0.03	Accounting Manager	1,665
0.02	Director of Service Delivery	1,735
0.02	Director of Program Planning	1,580
0.02	Director of Human Resources	1,840
0.02	Director of Program Evaluation	1,380
	Mileage (**amended 6/6/08)	2,000**

**TOTAL 84,200**

**Average monthly costs 5,262.50**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/08

PRODUCER <b>INSPRO Insurance</b> 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>CEDARS Youth Services and                  CEDARS Foundation, Inc.</b> 620 N 48th, Suite 100 Lincoln, NE 68504-3406	INSURER A: <b>Philadelphia Insurance Co.</b>	27626
	INSURER B: <b>First Comp</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK325687	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK325687	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB243645	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
								\$
								\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC007735901	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A			OTHER Professional Liability	PHPK325687	07/01/08	07/01/09	Each: \$1,000,000 Agg: \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Lincoln is listed as additional insured in regards to General Liability.

<b>CERTIFICATE HOLDER</b>  Lincoln/Lancaster County Health Department 3140 N Street Lincoln, NE 68510	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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