

ATTACHMENT "A"

THIS AGREEMENT is entered this _____ day of September, 2004 by and between the City of Lincoln (CITY), Nebraska, a municipal corporation, on behalf of the Lincoln-Lancaster County Health Department (LLCHD) and University Board of Regents governing body for the University of Nebraska Medical Center (UNMC), a public body corporate for and on behalf of the University of Nebraska, with a place of business at 985330 Nebraska Medical Center, Omaha, NE 68198; and phone (402) 559-5414.

WHEREAS, the LLCHD will be the administrator of this agreement for the City and the Munroe-Meyer Institute (MMI) will be the administrator of this agreement for UNMC.

WHEREAS, the Parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat. §13-801 et. seq.* as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties enter into this Agreement in order to provide nursing services to children and their families who qualify for or are in the process of applying for Katie Beckett services through the Nebraska Medicaid Plan Amendment.

NOW, THEREFORE, it is mutually agreed between the City and UNMC that this Agreement is entered into upon the following terms and conditions:

- A. Purpose: The City shall provide the service of a contracted Registered Nurse to perform service coordination activities for children and their families who qualify for or are in the process of applying for Katie Beckett services through the Nebraska Medicaid plan amendment for those children assigned.
- B. Compensation:

1. UNMC will reimburse the City in the following amounts for the services provided by LLCHD to qualified children and families in accordance with this Agreement:
 - a. \$140.00 per child/family per service coordination for shared responsibility with an Early Development services coordinator;
 - b. \$190.00 per child/family per service coordination for Katie Beckett services.
 - c. \$265.00 per child/family per service coordination for a combined Katie Beckett and Early Development services.
2. The compensation shall cover all costs accrued in carrying out the services coordination activities including, but limited to, mileage, telephone, overhead, and clinical charges. UNMC shall be billed monthly for actual services provided by the City to: Munroe-Meyer Institute, 985450 Nebraska Medical Center, Omaha, NE 68198-5450. All compensation shall be paid and mailed to the Lincoln-Lancaster County Health Department, 3140 "N" Street, Lincoln, NE 68510-1514.

C. Other Terms:

1. LLCHD is not a "covered entity" for purposes of HIPAA, however, LLCHD agrees that it will treat participant's of both programs, information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the LLCHD 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. Report any improper use or disclosure of patient information immediately to UNMC.
 2. Either party has the right to terminate this Agreement at any time during its term without cause by giving the other party no less than thirty (30) working days following written notice to the other party. UNMC shall reimburse the City for any services performed up to the date of termination.
 3. The City has the right to terminate this Agreement for any reason for the City's own convenience. If the City terminates this Agreement for convenience, the City shall provide a written notice of the same to UNMC, and this Agreement shall terminate without penalty or expense to the City. Upon termination, UNMC shall pay the City for any Services completed up to the date of termination.
 4. 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, released, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds, the City shall immediately notify UNMC, and this Agreement shall terminate without penalty or expense to the City. Upon termination, UNMC shall pay the City for any services completed up to the date of termination.
 5. The term of this Agreement shall be for one year from and after the date of execution by both parties. This Agreement shall automatically renew for

additional one (1) year terms annually unless, or until, terminated by either party giving notice as provided in number two (2) of this section (C).

6. UNMC is only interested in the performance of this Agreement. UNMC, its employees and students are not employees of the City and are not entitled to any employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave. The City shall perform as an independent contractor and it is expressly understood that the LLCHD's registered nurse is not an employee of the UNMC and are not entitled to any UNMC employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.
7. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other parties and results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees, under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. This section survives any termination of this Agreement.
8. This Agreement supersedes all prior or contemporaneous agreements or understandings of the Parties with respect to the subject matter. This Agreement does not effect or alter the terms of any other agreement any one Party may have with another pursuant to *Nebraska Revised Statutes §81-*

829.48.

9. This Agreement shall not be amended or modified without the written consent of both Parties. The Parties acknowledge that issues will arise during the term of this Agreement which were not contemplated at the time of entering into this Agreement, and the Parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with the purpose of this Agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
11. Both Parties 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 the Lincoln Municipal Code Chapter 11.08 and Section §48 - 1122, Nebraska Reissue Revised Statutes of 1998.
12. Both Parties shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.
13. 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 the 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.

14. This Agreement does not create a separate legal entity, no separate budget shall be established, and no property shall be acquired which needs to be disposed of on termination.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

DATED: _____

By: _____

Colleen J. Seng, Mayor, City of Lincoln,
a political subdivision.

UNIVERSITY OF NEBRASKA
MEDICAL CENTER, OMAHA,
NEBRASKA,

DATED: 9-9-04
By: _____

Delmer Lee

Delmer Lee, UNMC Associate Vice
Chancellor, Business and Finance

Services

DATED: 9/9/04

By: J. Michael Leibowitz
J. Michael Leibowitz, Ph.D.,
Deputy Director, Munroe-Meyer Institute