

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "**Sponsor**", and **Madonna Rehabilitation Hospital**, a non-profit corporation, hereinafter referred to as "**Grantee**".

WITNESSETH:

WHEREAS, the Sponsor is required or authorized to expend funds for the following services by the provisions of §13-604 R.R.S 1943; and

WHEREAS, the Sponsor has authority in the areas of recreation, health, and other community development activities; and

WHEREAS, the Grantee has established a program for the purpose of providing and promoting human services and community betterment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. Purpose. The purpose of this Grant Contract is to provide funding for the Community Medical Transportation Program, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. Scope of Services. The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.

3. Project. Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

4. Grant. In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from September 1, 2008 to August 31, 2009, the Sponsor shall make a Grant in the amount of \$26,000.00, from the General Fund.

5. Project Budget. A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

6. Account Procedures and Records. (a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its

designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and Sponsor shall not be liable for any such unauthorized costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

7. Payment of Grant. Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2008 = 1/4 of grant award; on or after December 1, 2008 = 1/4 of grant award; on or after March 1, 2009 = 1/4 of grant award; and on or after June 1, 2009 - 1/4 of grant award. Payment of each claim will be made by the Sponsor only after Project Monitor assures the Sponsor in writing that services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract and completed in a timely manner.

8. Audit and Inspection. Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein. Grantee shall submit two copies of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit.

9. Project Monitor. The project shall be monitored by the Sponsor through the Lincoln-Lancaster County Administrator of Human Services. The Sponsor and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these

reports and upon her observations of the operation of the project, the Lincoln-Lancaster County Administrator of Human Services shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Joint Budget Committee and the City Council of the City of Lincoln for further action which may include termination of the agreement.

10. Human Services Planning. Grantee shall participate in any comprehensive, long-range human services planning process being conducted by the City of Lincoln and Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

11. Contract of Grantee. Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.

12. Equal Employment Opportunity. In connection with the carrying out of the project provided herein, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Grantee shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

13. Hold Harmless and Insurance Requirements. The Grantee shall indemnify and save harmless the Sponsor, its agents, employees and representatives from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

The Grantee shall carry insurance in the following kinds and minimum limits:

A. Workers' Compensation Insurance and Employer's Liability Insurance

Grantee shall purchase and maintain during the life of this contract the applicable Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do

repayment of any unauthorized expenditure of funds from the Project Account.

17. Severability. If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

18. Term. The term of this Grant Contract shall be for a period of twelve (12) months from and after September 1, 2008 through August 31, 2009. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor. This Grant Contract will be automatically renewed under the same terms and conditions, including compensation in the amount of \$26,000, for one additional period of twelve (12) months from September 1, 2009 to August 31, 2010, unless the Sponsor notifies the Grantee in writing no later than April 30, 2009 that the Grant will not be renewed. Payments during the additional period shall be made according to Paragraph 7 above, except that payments shall be made in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2009 = 1/4 of grant award; on or after December 1, 2009 = 1/4 of grant award; on or after March 1, 2010 = 1/4 of grant award; and on or after June 1, 2010 - 1/4 of grant award.

EXECUTED by Grantee this _____ day of _____, 2008.

MADONNA REHABILITATION HOSPITAL
A Nonprofit Corporation, Grantee.

ATTEST:

By: Cindy Schumacher

By: Marsha Lemmel

Title: Executive Assistant

Title: President & CEO

EXECUTED by Sponsor this 21 day of September, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation, Sponsor

City Clerk

Mayor

Approved as to Form this 30th day
of September, 2008.

Rich Peo

Chief Assistant City Attorney

Madonna Rehabilitation Hospital

Describe the Program by providing the following information

Attachment A

E. Describe the service this program provides to address the CSI community outcome.

This service provides accessible transportation to and from medical appointments. It is a valuable tool for people to use that would not ordinarily have means available to them. Also allows people to remain independent and in their homes rather than long-term facilities.

F. Who is the program's target population?

the disabled and elderly.

G. What are the diverse needs and/or barriers to service for this population?

Affordability and flexibility

H. What plans or systems are in place to actively address/accommodate the diverse needs of the client (i.e., barriers due to language/culture, difficulty accessing transportation/child care/medical services)?

Community Medical Transportation currently offers open-ended returns and is able to accept same day appointments. Clients are helped to and from their houses and also checked in for their appointments. Clients are also allowed to request that a wheelchair be brought to them when they do not have one available.

I. How does this program fit the agency's mission (as stated on Form 3, Item C)?

Community Medical Transportation keeps people connected to routine and necessary health care. By accessing health services as needed, emergencies are prevented and admission to acute care or long term care can be avoided or delayed. This fits our mission by keeping people at the most independent level possible.

Program Performance Data

Data Source	Data Collection	Outcomes
Describe program evaluation measures	Method	Benefits/changes for the client as a result of participation in program activities.
Track turndowns and customer satisfaction	Dispatchers track turndowns and make routine calls to customers to track satisfaction.	Able to access health services as needed.

Scope of Services

The scope of Madonna Rehab Hospital Transportation Services is as follows:

Madonna agrees to provide transportation, for those who qualify, at a discounted rate. This service includes "door to door" service. Customers are escorted from their door to the vehicle. From the vehicle, they are escorted inside the doctor's office. This type of care and consideration is a vital part of providing the best service we can.

Madonna Community Medical Transportation is opened 7 days a week.
Monday through Saturday 6:00am till 10:00pm
Sunday 9:00 am till 5:00 pm.

This in itself makes us unique. We are the only service that provides these extensive hours. It is one of our goals to never have to turn down a client's request for transportation due to lack of ability to pay or availability of our service. In this rare instance, we would provide the customer with a phone number of an alternate provider who may be able to assist them.

We survey our customers twice a year. We ask them questions to help determine if we are providing a quality service. Our goal was to reach an overall 95% of our customers rating us as good/excellent. We achieved a 98% overall score.

In 2007/2008, we provided approximately 22,368 trips. An ambulance would have otherwise provided many of these trips. It our on-going goal to provide the most affordable transportation for the elderly and disabled. Without this service, many people would not or could not access affordable transportation for routine medical care. This eventually leads to more extensive medical needs.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/28/08
PRODUCER The Harry A. Koch Co. O. Box 45279 Omaha, NE 68145-0279 402 861-7000	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.	
INSURED Madonna Rehabilitation Hospital ATTN: Davie Shutzer-Hill 5401 South St. Lincoln, NE 68506-2134	INSURERS AFFORDING COVERAGE INSURER A: Zurich American Ins Co INSURER B: Safety National Ins Co INSURER C: Federal Ins Co (Chubb) INSURER D: INSURER E:	NAIC #

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	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	HPC508560104	07/01/08	07/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						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
C		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	74980721	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				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	HPC508560204	07/01/08	07/01/09	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Excess Workers Comp Policy	AGC1X04NE	11/01/07	11/01/08	\$1,000,000 Each Accident/Each Employee and Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: COMMUNITY MEDICAL TRANSPORTATION PROJECT
 MADONNA REHABILITATION HOSPITAL IS A QUALIFIED SELF INSD EMPLOYER IN THE STATE OF NE. WORK COMP & EMPLOYERS LIAB COVERAGES PROVIDED BY SAFETY NAT'L CAS ARE EXCESS OF A \$350,000 SELF INSURED RETENTION PER (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln ATTN: Purchasing Division 440 S. 8th St., Ste. 200 Lincoln, NE 68508	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 
---	---

DESCRIPTIONS (Continued from Page 1)

OCCURRENCE. City Of Lincoln is Additional Insured on General Liability.