

**SERVICE AGREEMENT  
BETWEEN  
CITY OF LINCOLN AND THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA ON BEHALF OF THE COLLEGE OF  
NURSING (UNMC)**

**I. INTRODUCTION**

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for the clinical training for public health nursing students, and the Board of Regents of the University of Nebraska, a corporate body politic, by and on behalf of the College of Nursing (UNMC) (Program Provider), with a place of business at 987810 Nebraska Medical Center, Omaha, NE 68198, and phone (402) 559-5414.

The clinical training for public health nursing students is a cooperative effort to provide field and clinical experience in community health nursing and/or the City's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program for students enrolled at the Program. For the purposes of this Agreement, clinical training of students shall be called the Program.

**II. SERVICES**

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

1. Utilize the facilities of the City for student observation, instruction, and experience.
2. Provide a community health nursing and/or WIC experience for Baccalaureate Registered Nursing students enrolled at the Program. Arrangements for experiences will be planned which are acceptable to the City.
3. Provide a qualified faculty who will assume full responsibility for instruction and supervision of students. The faculty of the Program will be responsible for selecting learning experiences according to a plan worked out and agreed upon by both parties.
4. Require faculty to receive adequate orientation on City policies and facilities from the City before assuming responsibilities for instruction for students at the City.
5. Be responsible to the City for the care of families selected for students during their clinical experience. The student shall be directly responsible to the faculty, who shall, in turn, be responsible to the City for the nursing care of the patient.
6. Assume responsibility for the health and welfare of its students and faculty.
7. Provide nursing bags, including necessary equipment, for students and faculty.
8. Require students and faculty to:
  - a. Dress professionally as outlined in the City's Dress and Grooming Guidelines.
  - b. Provide own transportation.

9. The number of students participating in the Program is to be negotiated based on the day of the week and room capacity of the student room at the City. The number of students is to be negotiated and agreed upon before each term begins.
10. It is understood that the Program will not interfere with the primary mission of the care and treatment of the City's patients. The Program shall require its students and faculty to adhere to the City's rules, regulations, policies, and procedures while on the premises.
11. Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev.Stat. §4-108 to §4-114 as amended.

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

1. Provide space at the City and City clinical resources needed to meet student needs and achieve the objectives of the learning experience.
2. Provide conference facilities and office space at the City for students and faculty.
3. Permit students and faculty to use the City's library.
4. Make available to students and faculty copies of the City's manuals, policies, record forms, and district maps.
5. Provide an orientation program on City policies and facility to new faculty.
6. Provide space and supplies necessary for the learning experience in the clinical setting.
7. City retains the right to terminate the use of its facilities, equipment, or supplies by any student or faculty member when a violation of City's rules, regulations, policies, or procedures occurs. Such action normally shall not be taken until grievance against any student or faculty member has been discussed with the appropriate representative of the Program. City reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

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

1. No student or faculty of the Program shall be considered an employee of City by reason of their participation in this Program.
2. The details of this Program will be determined through mutual planning and agreement between the Program Provider and City.
3. Students shall be directly responsible to Program Provider faculty for the care provided and responsible to City to operate within City policy and to provide quality care.

### **III. TERM.**

The term of this Agreement shall be from July 1, 2009 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2012.

#### **IV. COMPENSATION**

There shall be no additional compensation beyond the exchange of services by City and Program Provider.

#### **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 thirty (30) days written notice.

#### **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 thirty (30) days written notice of the termination.

#### **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.

#### **VIII. DUTIES GENERALLY.**

The Program Provider agrees as follows:

1. 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.
2. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
3. 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.
4. To conduct all activities related to the services in a lawful manner.
5. 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. 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:

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

## XI. 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, students, 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.
- 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 amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering the Program Provider, its employees and medical residents or students for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation or treatment; and

2. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering the Program Provider, its employees and medical residents or students for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.
- C. The following shall be provided and attached to this Agreement by the Program Provider:
1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance. The Program Provider may present evidence of equivalent self insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Program Provider possessed General Liability Insurance.
  2. Proof of Workers' 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. If Program Provider obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

## **XII. 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.

## **XIII. 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.

#### **XIV. 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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

**XIX. CAPACITY.**

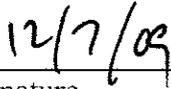
The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

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



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David A. Crouse, PhD  
University of Nebraska Medical Center  
987810 Nebraska Medical Center  
Omaha, NE 68198

\_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68505



\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

October 22, 2009

City of Lincoln, Nebraska  
Attn: Tonya Skinner, Asst. City Attorney  
575 S. Tenth St., Ste. 4201  
Lincoln, NE 68508

Re: City of Lincoln

Dear Ms. Skinner:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has a excess general liability insurance policy.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees, and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act or other applicable law.

Sincerely,



Keith D. Swarts  
Director, Business Services