

**CEDARS**  
620 North 48<sup>th</sup> Street  
Lincoln, NE 68504  
402-434-KIDS

### **Agreement For Services**

In an effort to fulfill its mission to help children who have been abused, neglected or homeless achieve safety, stability and enduring family relationships, this agreement is made and entered into by and between CEDARS Youth Services, hereinafter-designated CEDARS, and the Lincoln-Lancaster County Health Department, hereinafter-designated LLCHD. Effective dates of this agreement are: January 1, 2010 through December 31, 2012.

### **Services**

The responsibilities for LLCHD are as follows:

1. Provide a licensed Public Health Nurse to provide nursing assessment for CEDARS clients admitted into CEDARS Boys Home and CEDARS Teaching and Learning with Children programs.
2. Assessments will be conducted during regular business hours (Monday-Friday, 8 a.m. – 4:30 p.m.), within 24 hours of admittance into the program at a site determined by CEDARS.
3. Assessments will be initiated through a referral from CEDARS by calling the LLCHD Referral Line for Public Health Nursing Home Visits at 441-4103 or fax referrals to 441-6219. Whenever possible, at least 24 hours notice of an impending admission to the CEDARS Boys Home and CEDARS Teaching and Learning with Children programs will be made.
4. Nursing assessments will include initial case management of any immediate medical follow up as determined by the assessment. CEDARS staff will provide the Public Health Nurse with medical and contact information completed by parent or guardian prior to or at the time of assessment visit.
5. LLCHD will provide CEDARS with accurate and complete documentation for client case records that will include family history, client health history and any immediate medical needs in a timely manner.

### **Consideration**

CEDARS shall reimburse LLCHD at a rate of \$60.00 per assessment. Reimbursement under this Agreement shall be based on monthly billings to be submitted to CEDARS by the 10<sup>th</sup> of each month. Payment shall be made within fifteen (15) working days of receipt from LLCHD.

### **Relationship**

The relationship between CEDARS and the LLCHD shall be that of an independent contractor rendering professional services. LLCHD shall have no authority to execute contracts or to make any commitments on behalf of CEDARS. Nothing contained herein shall be deemed to create the relationship of employer and employee. LLCHD is responsible for reference checks regarding nursing personnel's professionalism and competence in dealing with children and youth's health issues, to include criminal background. CEDARS will conduct quarterly evaluations of services provided by LLCHD. Any complaints or grievances will be reviewed, reported and discussed with LLCHD.

### **Termination**

Either party may, by giving ninety (90) days written notice, or a date to be agreed upon by both parties, terminate this Agreement in whole or in part for failure to comply with the terms and conditions of this Agreement.

Immediate terminations can be made by mutual agreement of the parties for cause. Cause shall include material breach of this Agreement by party, any act or omission that endangers the health or safety of clients, staff or employees of CEDARS or LLCHD, or the insolvency or bankruptcy of either party.

Upon termination, CEDARS shall pay LLCHD for any services completed up to the date of termination.

#### **Amendments**

Changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by CEDARS and LLCHD, shall be incorporated in written amendments to this Agreement.

#### **Assignability**

LLCHD shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without prior written consent of CEDARS.

#### **Privacy**

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

Specifically, LLCHD 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 CEDARS.

#### **Insurance**

LLCHD agrees to be responsible for all worker's compensation, Social Security Insurance and Federal withholding payments, and any other obligations for themselves.

#### **Hold Harmless**

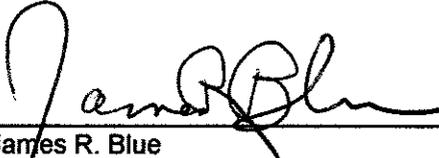
To the fullest extent permitted by law, CEDARS shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that 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 CEDARS, or anyone for whose acts any of them may be liable. This section will not require CEDARS 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

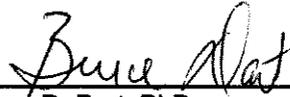
fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

**CEDARS Youth Services Inc.**

**Lincoln-Lancaster County Health Department**

  
\_\_\_\_\_  
James R. Blue  
President/CEO

  
\_\_\_\_\_  
Bruce D. Dart, PhD  
Health Director

12.21.09  
\_\_\_\_\_  
Date

1/5/10  
\_\_\_\_\_  
Date

Approved this \_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_

Mayor

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2009

<b>PRODUCER</b> INSPRO Insurance 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> CEDARS Youth Services and CEDARS Foundation, Inc. 620 N 48th, Suite 100 Lincoln, NE 68504-3406	INSURER A: <b>Philadelphia Insurance Co.</b>	
	INSURER B: <b>First Comp</b>	<b>27626</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	PHPK436281	07/01/09	07/01/10	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$3,000,000</b> PRODUCTS - COMP/OP AGG <b>\$3,000,000</b>
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	PHPK436281	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> 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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>	PHUB275875	07/01/09	07/01/10	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC007735902	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
A		OTHER Professional Liability	PHPK436281	07/01/09	07/01/10	Each Limit: <b>\$1,000,000</b> Agg Limit: <b>\$3,000,000</b>

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

**CERTIFICATE HOLDER**

**CANCELLATION**

Lincoln/Lancaster County Health  
 Department  
 3140 N Street  
 Lincoln, NE 68510

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

*James D. Mcbb d*