

**SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN AND
BRYANLGH COLLEGE OF HEALTH SCIENCES**

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 BryanLGH Medical Center, a Nebraska nonprofit corporation, for and on behalf of BryanLGH College of Health Sciences, School of Nursing, (PROGRAM PROVIDER), with a place of business at 1600 South 48 Street, Lincoln Nebraska 68506, and phone (402) 481-3801.

The clinical training for public health nursing students (STUDENTS) is a cooperative effort to provide field and clinical experiences in community health nursing and/or LLCHD's Women, Infants and Children (WIC) Program, for students enrolled at BryanLGH College of Health Sciences, School of Nursing. 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. Provide qualified faculty who will assume full responsibility for instruction and supervision of students. The Program Provider faculty will be responsible for selecting learning experiences according to a plan worked out and agreed upon by both parties.
2. Be responsible to the City for the care of clients selected for students during their field and clinical experience. The student shall be directly responsible to the Program Provider faculty, who shall, in turn, be responsible to the City for the care of the clients.
3. Assume responsibility for the health and welfare of its students and faculty.
4. Provide nursing bags including necessary equipment for students and faculty.
5. Provide for their own transportation during their field and clinical experience.
6. Work with the City to negotiate the number of students that can be accommodated by the City. The number of students will be mutually agreed upon before the field and clinical experience begins.
7. Understand that the field and clinical experience will not interfere with the City's primary mission for the care and treatment of clients and that such training will only occur when the City has adequate time, space, clients, or staff available.
8. Become oriented on City policies, regulations, and procedures prior to start of field and clinical experience, and comply with such during the life of this Agreement.

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

1. Provide field/clinical training in the following program areas: Maternal-Child Health Services, Healthy Homes and WIC.
2. Provide facilities and clinical resources needed for student observation, instruction, and experience including, but not limited to, office space, conference rooms, library, record forms, and district maps.
3. Provide orientation to students and faculty on City policies, regulations, procedures.
4. Work with the Program Provider to negotiate the number of students that can be accommodated. The number of students will be mutually agreed upon before field and clinical experience begins.

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

1. To determine the field and clinical academic aspects through mutual planning and agreement between the Program Provider and the City.

III. TERM.

The term of this Agreement shall be from September 1, 2010 and shall continue until completion of all the obligations of this Agreement, but in no event longer than August 31, 2013.

IV. COMPENSATION.

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

V. 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.

VI. HEALTH & IMMUNIZATION STATUS.

The Program Provider shall provide a written documentation to the City that each student participating in the Program meet the City’s standards regarding health and immunization status. The documentation shall guarantee to the City that each student has received at least mumps, measles, rubella, and tetanus immunizations. The documentation shall also include the students’ TB screening, Varicella immune status, and if the student has

received Hepatitis B vaccination or a copy of the student's refusal. If a student refuses to allow the Program Provider to distribute the student's health information, the City shall decide if the student will be allowed to participate in the Program.

The Program Provider shall further offer, to each student, information regarding the Hepatitis B vaccine and the opportunity to voluntarily obtain the Hepatitis B vaccine prior to commencing clinical education experiences.

VII. 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 sixty (60) 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.

VIII. 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 sixty (60) 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.

IX. 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.

X. 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.

XI. 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.

XII. 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; 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.
- 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 copy of a valid Nebraska medical 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 Workers' Compensation Insurance, where appropriate.
- D. Program Provider is required to provide the City with thirty (30) day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

IX. 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.

XX. ELIGIBILITY TO WORK.

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.

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.

*Kay Maize for
Elizabeth MacLeod Walls PhD*

Elizabeth MacLeod Walls PhD
President
BryanLGH College of Health Sciences,
School of Nursing

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68505

4/30/10

Date of Signature

Date of Signature

Kay Maize RN EdD.

Kay Maize, Ed.D., RN,
Dean of Nursing
BryanLGH College of Health Sciences,
School of Nursing

4/30/10

Date of Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2010

PRODUCER (402) 434-7200 FAX: (402) 434-7272

UNICO Group
4435 O Street

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.

Lincoln NE 68510

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: Midwest Medical Insurance Co. 16942

BryanLGH Health System

INSURER B:

DBA: BryanLGH Medical Center

INSURER C:

1600 South 48th Street

INSURER D:

Lincoln NE 68506

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MHP000229	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AGG \$
A	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE	MHP000229	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 10,000,000
	DEDUCTIBLE \$ RETENTION \$				AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Medical Professional Liability Claims-Made Form	MHP000229	6/1/2010	6/1/2011	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Ref: BryanLGH College of Health Sciences Faculty & Students participation in clinical educational experience with Lincoln/Lancaster County Health Department. Lincoln/Lancaster County Health Department & The City of Lincoln are included as Additional Insureds under the General Liability coverage as respects this event.

CERTIFICATE HOLDER

441-8083

Lincoln/Lancaster County Health Departmen
Attn: Shirley Terry, RN, BSN
3140 'N' Street
Lincoln, NE 68510

CANCELLATION

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
R Reynoldson/NROHAN

Robert L. Reynoldson

ACORD 25 (2009/01)

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