SERVICE AGREEMENT BETWEEN CITY OF LINCOLN AND BRYAN COLLEGE OF HEALTH SCIENCES FOR EASTERDAY RECREATION CENTER

I. INTRODUCTION

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln Parks and Recreation Department (LPRD), for the clinical training for public health nursing students, and Bryan College of Health Sciences (Program Provider), a corporation of the state of Nebraska, 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 the community for students enrolled at Bryan College of Health Sciences.

II. SERVICES

The City and Program Provider agree that City shall:

1. Provide space at Easterday Recreation Center or other facility, as agreed upon by the parties, as needed to meet student needs and achieve the objectives of the learning experience.
2. Provide conference facilities at Easterday Recreation Center or other facility, as agreed upon by the parties, for students and faculty.
3. Provide an orientation program on LPRD policies and facility to new faculty.
4. Provide space necessary for the mutually agreed upon learning experience at Easterday Recreation Center or other facility, as agreed upon by the parties.
5. LPRD retains the right to terminate the use of its facilities, equipment, supplies by a student or faculty member when in violation of LPRD's rules, regulations, policies or procedures occur. Such action normally shall not be taken until the grievance against any student of faculty member has been discussed with the appropriate representative of Program Provider. LPRD reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

The City and Program Provider agree that the Program Provider shall:

1. Utilize the facilities of LPRD for student observation, instruction, and experience.
2. Provide qualified faculty who will assume full responsibility for instruction and supervision of H.H students. The faculty of Program Provider will be responsible for selecting learning experiences according to a plan worked out and agreed to upon by both parties.
3. Conduct background checks on each student.
4. Require each participating student, faculty, and employee of Program Provider to complete the LPRD Volunteer Application form.
5. Require faculty to receive adequate orientation on LPRD policies and facilities from the LPRD before assuming responsibilities for instruction for students at LPRD.
6. Be responsible to LPRD for the care of individuals selected for students during their

experience. The student shall be directly responsible to the faculty, who shall, in turn, be responsible to LPRD for the nursing care of the client.

7. Assume responsibility for the health and welfare of its students and faculty.
8. Provide nursing bags and necessary equipment for students and faculty.
9. Require students and faculty to dress professionally and provide own transportation.
10. The number of students participating in the Program is to be negotiated based on the day of the week, client registration, and facility capacity. The number of students is to be negotiated agreed upon before each term begins.
11. It is understood that the learning experience at LPRD will not interfere with the primary mission of LPRD. Program Provider shall require its student and faculty to adhere to LPRD's rules, regulations, policies and procedures while on the premises.

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

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

III. COMPENSATION

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

IV. TERM COMPLETION

The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement. The term of this Agreement shall be from January 1, 2014 and shall continue, but not event longer than December 31, 2016. Prior to completion, the City and Program Provider may meet to discuss the future of the Program.

V. TERMINATION FOR CONVENIENCE

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 Program Provider, and this Agreement shall terminate without penalty or expense to the City.

VI. 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) working days written notice.

VII. TERMINATION FOR LACK OF FUNDING TERMINATION

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 to pay any amounts due under this Agreement, the City shall immediately notify Program Provider, and this Agreement shall terminate without penalty or expense to the City.

VIII. DUTIES GENERALLY

Program Provider agrees as follows:

1. To timely and professionally complete the Services as described above, and to furnish all labor, materials, equipment, and pay all costs, including any taxes, to complete the 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, certifications and approvals required by any applicable law or regulations that relate to Program Provider or the Services.
4. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
5. Provide only trained, qualified faculty to provide Services. These faculty shall be under the supervision of Program Provider at all times.

IX. PRIVACY

City is not a "covered entity" for purposes of HIPAA, however, Program Provider agrees that it will treat client/participant information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, Program Provider agrees that it shall:

1. Use appropriate safeguards to prevent misuse or inappropriate disclosure of client/participant information.
2. Make client/participant information available to clients in a manner not inconsistent with HIPAA.
3. Require all students and faculty to comply with such restrictions.
4. Require all students to sign LPRD's Confidentiality Statement.
5. Report any improper use or disclosure of client/participant information immediately to LPRD.

X. TRADE PRACTICES

Program Provider represents to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in Program Provider's trade in general and the Program Provider's services shall conform to the

requirements 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. 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, and that are caused in whole or in party by the intentional or negligent act or omission of Program Provider, or Program Provider faculty, or anyone directly or indirectly employed by Program Provider, or anyone for whose acts any of them may be liable. This section shall 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 with regard to any action based on this Agreement. This section survives any termination of this Agreement.

XIII. 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.
4. Contractual Liability - $1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - 1,000,000 each Occurrence
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 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.

XIV. FAIR EMPLOYMENT PRACTICES

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 Section §48-1122, as amended.

XV. FAIR LABOR STANDARDS

Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, 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. 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.

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.

XIX. 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. CAPACITY

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

XXI. ATTESTATION.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b.

XXII. NOTICE

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or three (3) days after mailed by prepaid

certified mail, return receipt requested, addressed as follows:

City:
City of Lincoln
Lincoln Parks & Recreation Department
2740 A Street
Lincoln, NE 68502
Attention: Director

Bryan College:
Bryan College of Health Sciences
5035 Everett Street
Lincoln, NE 68506
Attention: President

With copy to:
Bryan Medical Center
1600 South 48th Street
Lincoln, NE 68506-1299
Attention: President

or such other address, and to the attention of such other person(s) or officer(s) as either party may designate in writing.

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

Bryan College of Health Sciences,
School of Nursing

BY: _____
Marilyn Moore, EdD
President
Bryan College of Health Sciences
School of Nursing
Date of Execution:_____

BY: _____
Theresa Delahoyde, EdD, RN
Undergraduate Nursing Dean
Bryan College of Health Sciences,
School of Nursing
Date of Execution:_____

City of Lincoln, Nebraska

BY:_____
Chris Beutler, Mayor of Lincoln
City of Lincoln, NE
Date of Execution:_____

SERVICE AGREEMENT BETWEEN
CITY OF LINCOLN AND THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE COLLEGE OF NURSING (UNMC) FOR EASTERDAY RECREATION CENTER

I. INTRODUCTION

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln Parks and Recreation Department (LPRD), for the clinical training for public health nursing students, and University of Nebraska Medical Center College of Nursing (Program Provider), a corporation of the state of Nebraska, with a place of business at 985330 Nebraska Medical Center, Omaha, Nebraska 68198-5330, and phone (402)559-5414.

The clinical training for public health nursing students (Students) is a cooperative effort to provide field and clinical experiences in the community for students enrolled at University of Nebraska Medical Center College of Nursing.

II. SERVICES

The City and Program Provider agree that City shall:

1. Provide space at Easterday Recreation Center or other facility, as agreed upon by the parties, as needed to meet student needs and achieve the objectives of the learning experience.
2. Provide conference facilities at Easterday Recreation Center or other facility, as agreed upon by the parties, for students and faculty.
3. Provide an orientation program on LPRD policies and facility to new faculty.
4. Provide space necessary for the mutually agreed upon learning experience at Easterday Recreation Center or other facility, as agreed upon by the parties.
5. LPRD retains the right to terminate the use of its facilities, equipment, supplies by a student or faculty member when in violation of LPRD's rules, regulations, policies or procedures occur. Such action normally shall not be taken until the grievance against any student of faculty member has been discussed with the appropriate representative of Program Provider. LPRD reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

The City and Program Provider agree that the Program Provider shall:

1. Utilize the facilities of LPRD for student observation, instruction, and experience.
2. Provide qualified faculty who will assume full responsibility for instruction and supervision of H.H students. The faculty of Program Provider will be responsible for selecting learning experiences according to a plan worked out and agreed to upon by both parties.
3. Conduct background checks on each student.
4. Require each participating student, faculty, and employee of Program Provider to complete the LPRD Volunteer Application form.
5. Require faculty to receive adequate orientation on LPRD policies and facilities from the

LPRD before assuming responsibilities for instruction for students at LPRD.

6. Be responsible to LPRD for the care of individuals selected for students during their experience. The student shall be directly responsible to the faculty, who shall, in turn, be responsible to LPRD for the nursing care of the client.
7. Assume responsibility for the health and welfare of its students and faculty.
8. Provide nursing bags and necessary equipment for students and faculty.
9. Require students and faculty to dress professionally and provide own transportation.
10. The number of students participating in the Program is to be negotiated based on the day of the week, client registration, and facility capacity. The number of students is to be negotiated agreed upon before each term begins.
11. It is understood that the learning experience at LPRD will not interfere with the primary mission of LPRD. Program Provider shall require its student and faculty to adhere to LPRD's rules, regulations, policies and procedures while on the premises.

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

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

III. COMPENSATION

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

IV. TERM COMPLETION

The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement. The term of this Agreement shall be from January 1, 2014 and shall continue until, but in no event longer than December 31st, 2016. Prior to completion, the City and Program Provider may meet to discuss the future of the Program.

V. TERMINATION FOR CONVENIENCE

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 Program Provider, and this Agreement shall terminate without penalty or expense to the City.

VI. 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) working days written notice.

VII. TERMINATION FOR LACK OF FUNDING TERMINATION

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 to pay any amounts due under this Agreement, the City shall immediately notify Program Provider, and this Agreement shall terminate without penalty or expense to the City.

VIII. DUTIES GENERALLY

Program Provider agrees as follows:

1. To timely and professionally complete the Services as described above, and to furnish all labor, materials, equipment, and pay all costs, including any taxes, to complete the 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, certifications and approvals required by any applicable law or regulations that relate to Program Provider or the Services.
4. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
5. Provide only trained, qualified faculty to provide Services. These faculty shall be under the supervision of Program Provider at all times.

IX. PRIVACY

LPRD is not a "covered entity" for purposes of HIPAA, however, Program Provider agrees that it will treat client/participant information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, Program Provider agrees that it shall:

1. Use appropriate safeguards to prevent misuse or inappropriate disclosure of client/participant information.
2. Make client/participant information available to clients in a manner not inconsistent with HIPAA.
3. Require all students and faculty to comply with such restrictions.
4. Report any improper use or disclosure of client/participant information immediately to LPRD.

X. TRADE PRACTICES

Program Provider represents to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in Program Provider's trade in general and the Program Provider's services shall conform to the requirements 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. 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, and that are caused in whole or in party by the intentional or negligent act or omission of Program Provider, or Program Provider faculty, or anyone directly or indirectly employed by Program Provider, or anyone for whose acts any of them may be liable. This section shall 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 with regard to any action based on this Agreement. This section survives any termination of this Agreement.

XIII. 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.

XIV. FAIR EMPLOYMENT PRACTICES

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 Section §48-1122, as amended.

XV. FAIR LABOR STANDARDS

Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, 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. 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.

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.

XIX. 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. CAPACITY

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

XXI. ATTESTATION.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United

States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

XXII. NOTICE

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or three (3) days after mailed by prepaid certified mail, return receipt requested, addressed as follows:

City of Lincoln:
City of Lincoln
Lincoln Parks and Recreation Department
2740 A Street
Lincoln, NE 68502
Attention: Director

Program Provider:
College of Nursing
University of Nebraska Medical Center
985330 Nebraska Medical Center
Omaha, NE 68198-5330
Attention: Director of Operations and Administration

or such other address, and to the attention of such other person(s) or officer(s) as either party may designate in writing.

IN WITNESS WHEREOF, Program Provider and the City do hereby execute this Agreement.
The Board of Regents of the University of Nebraska
UNMC College of Nursing

BY: _____
H. Dele Davies, MD, MSc, MHCM
Vice Chancellor for Academic Affairs

Date of Execution:_____

BY: _____
Kelly McDonald, MHA
Director of Operations and Administration

Date of Execution:_____

City of Lincoln
BY:_____
Chris Beutler
Mayor for the City of Lincoln, Nebraska

Date of Execution: _____