

**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) 559-5131.

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 Provider. 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.

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

1. Provide office space at the City for students and faculty.
2. Permit students and faculty to use LLCHD's library.
3. Give students and faculty access to the City's manuals, policies, record forms, and district maps.
4. Provide an orientation program on City policies and facility to new faculty.
5. Provide the necessary supplies and equipment for the learning experience in the clinical setting.
6. 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, 2012 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2015.

IV. COMPENSATION

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

V. HEALTH & IMMUNIZATION STATUS

The Program Provider shall provide 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 immunizations according to the most recent recommendations of the American Committee on Immunization Practices of the Centers for Disease Control & Prevention. The documentation shall also include the students' TB screening status, any titer results, or a copy of the student's refusal. If a student refuses any recommended vaccine or refuses to allow the Program Provider to distribute the student's health information, the City shall be allowed to exercise its discretion in deciding if the student will be allowed to participate in the field and clinical experience that is the subject of this Agreement.

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) days written notice.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. PRIVACY

A. Privacy Rule

1. Program Provider, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPPA”) and the American Recovery and Reinvestment Act of 2009 (“ARRA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, process, or learned as a result of the Services provided hereunder. In conformity therewith, Program Provider agrees that it will:
 - i. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - ii. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - iii. To mitigate, to the extent practicable, any harmful effect that is known to Program Provider of a use or disclosure of PHI by Program Provider in violation of this Agreement;
 - iv. Report to LLCHD any use or disclosure of PHI not provided for by this Agreement of which Program Provider becomes aware;
 - v. Ensure that any agents or subcontractors to whom Program Provider provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Program Provider with respect to such PHI;
 - vi. Make PHI available to LLCHD upon request of an individual who has a right of access as required under HIPAA within thirty (30) days of the request by LLCHD regarding the individual;
 - vii. Incorporate any amendments to PHI when notified to do so by LLCHD;
 - viii. Provide an accounting of all uses or disclosures of PHI made by Program Provider as required under the HIPAA privacy rule within sixty (60) days;
 - ix. Make its internal practices, books, and records relation to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining LLCHD’s compliance with HIPPA; and

- x. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Program Provider on behalf of LLCHD, and, if return is not feasible, the protections of the Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by Program Provider on behalf of LLCHD include those services enumerated within this Agreement.

B. Security Rule:

1. Program Provider, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”) and the ARRA, regarding the security of electronic protected health information (“e-PHI”) that is received as a result of the services provided hereunder. In conformity therewith, Program Provider agrees that it will:
 - i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
 - ii. Ensure that any agent of the Program Provider, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
 - iii. Report to LLCHD any security incident of which it becomes aware.

C. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the City, in its sole discretion, if the City determines that Program Provider has violated a term or provision of this Agreement pertaining to Program Provider’s obligations as a Business Associate of the City, or if Program Provider engages in conduct which would, if committed by the City, result in a violation of the HIPAA privacy rule or HIPAA security rule by 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. 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.

XX. 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.



H. Dele Davies, MD, MSc, MHCM
Vice Chancellor for Academic Affairs
University of NE Medical Center

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

Sept 21, 2012

Date of Signature

Date of Signature



Kelly McDonald, MHA
Director of Operations and Administration
University of NE Medical Center

10/3/12

Date of Signature

CERTIFICATE OF INSURANCE

DATE 06/29/2012

PRODUCER
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE
 LINCOLN NE 68583

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.

INSURERS AFFORDING COVERAGE

INSURED
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE
 LINCOLN NE 68583

INSURER A: Self Insured Trust Agreement	
INSURER 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SELF INSURED TRUST	07/01/2012	06/30/2013	EACH OCCURRENCE \$1,000,000 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 Occurrence) 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 Auto Only: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT
		OTHER				

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

GENERAL LIABILITY COVERAGE FOR UNMC FACULTY AND STUDENTS WHILE ON ROTATION OR WORKING ON BEHALF OF UNMC.

<p>CERTIFICATE HOLDER</p> <p>LEGACY HEALTH 1919 NW LOVEJOY STREET PORTLAND, OR 97209</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE: David E. Lechner <i>David E. Lechner</i></p>
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CERTIFICATE OF INSURANCE

DATE 06/29/2012

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 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE
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INSURED
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
 3835 HOLDREGE
 LINCOLN NE 68583

INSURERS AFFORDING COVERAGE

INSURER A: Self Insured Trust Agreement	
INSURER 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE 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 Occurrence) 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 Auto Only: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT
A		Professional Liability	SELF INSURED TRUST	7/1/2012	6/30/2013	\$1,000,000 each claim \$3,000,000 aggregate

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

LIABILITY COVERAGE PROVIDED FOR UNMC COLLEGE OF NURSING STUDENTS WHILE ON ROTATION OR WORKING ON BEHALF OF UNMC.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE:

David E. Lechner

