SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN
AND UNIVERSITY OF NEBRASKA-LINCOLN

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department, and the University of Nebraska-Lincoln (UNL), with a place of business at 233 Mabel Lee Hall, University of Nebraska-Lincoln, College of Education and Human Sciences, Lincoln, Nebraska, 68588, and (402) 472-2913 for practicum or shadowing experiences for students in the Methods of Working with Infants in Programs and Community, students enrolled in the Dietetic Internship Program, and students enrolled in the Early Childhood Special Education Program.

II. SERVICES.

UNL and the City enter this Agreement for UNL to:

1. Utilize the staff and facilities of the City for student observation and experience for students.
2. Require students to receive adequate orientation on City policies, and adhere to the City rules, regulations, policies, and procedures including but not limited to Dress and Grooming Guidelines and the Confidentiality Policy for Protected Health Information. Students will comply with all applicable City policies and procedures while on City premises or when representing the City.
3. Require students to provide own transportation for presentations as part of their educational experience and home or community visits, as applicable.
4. Recognize that shadowing/observation experiences will not interfere with the primary mission of the City.
5. Maintain responsibility for the academic aspects of the learning experience of its students in all areas of curriculum. This shall include, but is not limited to, a review of activities and experiences provided to UNL's students to verify they meet the academic standards required for the UNL program.
6. Provide names and number of students, and the dates of their assignments one (1) month prior to the beginning of the program.
7. Assume responsibility for the health and welfare of its students.

UNL and the City enter into this Agreement for the City to:

1. Allow the University's students to experience and observe programs including but not limited to the MCH program, WIC program, and Health Promotion and Outreach programs for students enrolled in approved programs provided by the City.
2. Provide an orientation program on City policies, procedures, and documentation requirements.
3. Provide reasonable use of facilities to UNL's students so as to achieve the objectives of the educational experience.

4. Provide on-site supervision of UNL's students by a Registered Dietitian or other qualified professionals as appropriate for the student experience.
5. Plan and prepare the schedule of the educational experience for the Dietetic Internship program students. All other educational experiences will be mutually determined.

In addition, UNL and the City mutually agree as follows:

1. No student or faculty of UNL shall be considered an employee of the City of Lincoln because of their participation in shadowing experiences.
2. The details of this program, including but not limited to scheduling of individual students' participation in the observations and experiences, will be determined through mutual planning and agreement between UNL and the City.

III. TERM.

The term of this Agreement shall be from January 1, 2015 and shall continue until completion of all the obligations of this Agreement, but in no event longer than December 31, 2017.

IV. COMPENSATION.

The parties to this Agreement agree that the exchange of services set forth herein shall be the sole consideration given, and the parties recognize the sufficiency thereof. Neither party will receive any financial compensation for services outlined in this Agreement.

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 sixty (60) days written notice.

VI. TERMINATION FOR CONVENIENCE.

The City has the right to terminate this Agreement for any reason for its own convenience. If the City terminates this Agreement for convenience, the City shall provide UNL with sixty (60) 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 the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall immediately notify UNL and this Agreement shall terminate without penalty or expense to the City.

VIII. DUTIES GENERALLY.

UNL 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.

IX. INDEPENDENT CONTRACTOR.

The City is interested only in the results produced by this Agreement. UNL has sole and exclusive charge and control of the manner and means of performance. UNL shall perform as an independent contractor and it is expressly understood that neither UNL nor any of its staff are employees of the 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. INSURANCE.

A. UNL shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting UNL 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 UNL and UNL's employees, or those directly or indirectly employed by UNL. 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;
   7. Fire Damage (any one fire) - $100,000.

B. The following shall be provided and attached to this Agreement by UNL:

   1. A Certificate of Insurance for its General Liability Insurance. <u>The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance</u>.
   2. Proof of Workers' Compensation Insurance, where appropriate.

C. UNL 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.

XI. INDEMNIFICATION.

To the fullest extent permitted by law, UNL 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 UNL, or anyone for whose acts any of them may be liable. This section will not require UNL 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.

XII. AUDIT PROVISION.

UNL 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.

XIII. FAIR EMPLOYMENT/ANTI-DISCRIMINATION.

UNL 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.

In addition, UNL shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights and equal opportunity employment including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this award.

XIV. ELIGIBILITY TO WORK.

UNL 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. Reb. Stat. §4-108 to §4-114 as amended.

XV. FAIR LABOR STANDARDS.

UNL 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 UNL does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind UNL to this Agreement.

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

Christine A. Jackson

Christine A. Jackson
Vice Chancellor for Business & Finance
307 ~~302~~ Canfield Administration Building
University of Nebraska-Lincoln
Lincoln, Nebraska 68588-0425

12/9/14
Date of Signature

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

Date of Execution

~~Marjorie Kostelnik, Dean~~
~~College of Education and Human Sciences~~
~~233 Mabel Lee Hall~~
~~University of Nebraska-Lincoln~~
~~Lincoln, Nebraska 68588~~

~~Date of Signature~~

MERCER

COPY

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

October 1, 2014

The Students of University of Nebraska-Lincoln
Nutrition and Health Sciences
104F Ruth Leverton Hall
Lincoln, NE 68583-0806

Re: Allied Health Professional Liability
Customer Number: 571772
Policy Number: AHV-102016004
Expiration Date: 11/02/2015

Dear Linda O. Young, MS,RD,LMNT,

I am pleased to enclose your insurance policy through the Liberty Insurance Underwriters Inc. Please review the material carefully and take specific notice of any endorsements to the policy. These policy documents should be kept with your important papers.

Please note the important information below:

Address or Mid-Term Changes: Any change of address or request for mid-term change should be sent to the following address to assure timely receipt of future notices. All requests must be signed and dated by the policy holder. Also note that requests for mid-term changes to your coverage must be approved by an underwriter prior to binding coverage.

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
Fax:515-365-6338
Phone: 1-800-503-9230

If you have any questions, please contact our office Monday through Friday from 8:15 a.m. to 5:00 p.m. (CT). Thank you for the opportunity to serve your insurance needs.

Sincerely,

Mark A. Brostowitz

Mark Brostowitz
Principal
Mercer Consumer

Enclosure

Student Blanket
Renewal Submission

COPY

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")
55 Water Street, 18th Floor
New York, NY 10041

DECLARATIONS - SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Item		
	Policy Number: AHV-102016004	Renewal Of: AHV-102016003
1.	Named Insured The Students of University of Nebraska-Lincoln	
2.	MAILING ADDRESS Nutrition and Health Sciences 104F Ruth Leverton Hall Lincoln NE 68583-0806	
3.	Policy Period 12:01 A.M. Standard Time At Location of Designated Premises	From: 11/02/2014 To: 11/02/2015
4.	The insurance afforded is only with respect to such of the following types of insurance as indicated by specific premium charge or charges:	

COVERAGE		PREMIUM
A. Professional Liability	[X]	$150.00
B. General Liability	[X]	$0.00
Terrorism Risk Insurance Act	[X]	$0.00
C. Endorsements	[ ]	
	TOTAL:	$150.00

5.	LIMITS OF LIABILITY	
	$2,000,000 each Incident or Occurrence	$4,000,000 in the Aggregate
6.	Deductible (if applicable): $0 each Incident or Occurrence	
7.	The Named Insured is: ☐ Sole Proprietor (including Individual) ☐ Partnership ☐ Corporation ☒ Other: Affiliation: 3188 - Student Malpractice Blanket Liability	
8.	Business or Occupation of the Named Insured: Student	
9.	This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): HCPL-2157 (11/09), HCPL-2025-9000-NE(1109), OFAC (08/09), HCPL-2025 (11/09), HCPL-2038 (11/09), TRIA-E003-0210, TRIA-N004-0208	
	Representative Agent: Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines IA 50306-3576	