

**SERVICE AGREEMENT  
BETWEEN  
CITY OF LINCOLN AND WESLEYAN UNIVERSITY**

**I. INTRODUCTION.**

This Agreement to provide clinical training and experience for public health nursing students is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), and Nebraska Wesleyan University Department of Nursing (Nebraska Wesleyan), a corporation of the state of Nebraska, with a place of business at 50<sup>th</sup> & St. Paul Avenue, Lincoln NE 68504, and phone (402) 466-2371.

The clinical training for nursing students is a cooperative effort to benefit the education of Nebraska Wesleyan public health nursing students by providing field and clinical experience in community health nursing and/or the City's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). For the purposes of this Agreement, clinical training and experiences provided to students shall be called the Program.

**II. SERVICES.**

Nebraska Wesleyan and City enter this Agreement for Nebraska Wesleyan 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 Nebraska Wesleyan. 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 Nebraska Wesleyan 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 individuals and 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 at the City. The number of students is to be negotiated and agreed upon before the 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.

Nebraska Wesleyan and City 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 LLC DH'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 and students participating in the Program.
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.

In addition, Nebraska Wesleyan and City mutually agree as follows:

1. No student or faculty of the Program shall be considered an employee of 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 Nebraska Wesleyan and the City.
3. Students shall be directly responsible to Nebraska Wesleyan faculty for the nursing care provided and responsible to the City to operate within City policies and provide quality care.

### **III. TERM.**

The term of this Agreement shall be from April 1, 2015 and shall continue until completion of all the obligations of this Agreement, but in no event longer than March 31, 2018.

### **IV. COMPENSATION.**

There shall be no additional compensation beyond the exchange of Services by City and Nebraska Wesleyan.

### **V. HEALTH & IMMUNIZATION STATUS.**

Nebraska Wesleyan shall provide a written documentation to the City that each faculty and student participating in the Program meet the City's standards regarding health and immunization status. The documentation shall guarantee to the City that each faculty and 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 faculty and students' TB screening results, any titer results, or a copy of the student's refusal. If a faculty member or student refuses any recommended vaccine or refuses to allow Nebraska Wesleyan to distribute the faculty's or student's health information, the City shall be allowed to exercise its discretion in deciding if the faculty or student will be allowed to participate in the 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 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 Nebraska Wesleyan with 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 such that the community health nursing program or WIC program is terminated. In the event of unavailability of funds to said programs, City shall immediately notify Nebraska Wesleyan and this Agreement shall terminate without penalty or expense to City.

#### **IX. DUTIES GENERALLY.**

Nebraska Wesleyan 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.

#### **X. INDEPENDENT CONTRACTOR.**

City is interested only in the results produced by this Agreement. Nebraska Wesleyan has sole and exclusive charge and control of the manner and means of performance. Nebraska Wesleyan shall perform as an independent contractor and it is expressly understood that neither Nebraska Wesleyan 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. INSURANCE.

- A. Nebraska Wesleyan shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Nebraska Wesleyan 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 Nebraska Wesleyan and Nebraska Wesleyan=s employees, students, or those directly or indirectly employed by Nebraska Wesleyan. 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. Nebraska Wesleyan 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 Nebraska Wesleyan, 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 Nebraska Wesleyan, its employees 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 Nebraska Wesleyan:
1. Copies of valid Nebraska nursing licenses for all clinical instructors responsible for students at the City site; and
  2. 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. Nebraska Wesleyan 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.

## XII. INDEMNIFICATION.

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

Nebraska Wesleyan 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.**

Nebraska Wesleyan 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.**

Nebraska Wesleyan 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. TRADE PRACTICES WARRANTY.**

Nebraska Wesleyan warrants to 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 Nebraska Wesleyan=s trade in general and that Nebraska Wesleyan=s services shall conform to the requirements of this Agreement.

#### **XX. CONFIDENTIALITY.**

##### **A. Privacy Rule:**

1. Nebraska Wesleyan shall carry out its obligations under this Agreement as though it is a Business Associate of the City by acting 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, Nebraska Wesleyan 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 Nebraska Wesleyan of a use or disclosure of PHI by Nebraska Wesleyan in violation of this Agreement;
  - iv. Report to LLCHD any use or disclosure of PHI not provided for by this Agreement of which Nebraska Wesleyan becomes aware;
  - v. Ensure that any agents or subcontractors to whom Nebraska Wesleyan provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Nebraska Wesleyan 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 Nebraska Wesleyan 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 Nebraska Wesleyan 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 Nebraska Wesleyan on behalf of LLCHD include those services enumerated within this Agreement.

**B. Security Rule:**

1. Nebraska Wesleyan shall carry out its obligations under this Agreement as though it is a Business Associate of the City by acting 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, Nebraska Wesleyan 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 Nebraska Wesleyan, 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 Nebraska Wesleyan has violated a term or provision of this Agreement pertaining to Nebraska Wesleyan's obligations as a Business Associate of the City, or if Nebraska Wesleyan 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.

## **XXI. ELIGIBILITY TO WORK.**

Nebraska Wesleyan 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.

## **XXII. CAPACITY.**

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

IN WITNESS WHEREOF, Nebraska Wesleyan and City do hereby execute this Agreement.

  
\_\_\_\_\_  
Greg Mahan, Interim Vice President  
For Administration & Finance  
Nebraska Wesleyan University  
5000 St. Paul Avenue  
Lincoln, Nebraska 68504

\_\_\_\_\_  
Chris Beutler,  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68505

4/13/15  
\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature





Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lexington Insurance Company (A. M. Best Rating AXV) supports College Risk Retention Group, Inc. as the reinsurer. Lexington Insurance Company is also the underwriter for the excess liability coverage over College Risk Retention Group, Inc.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.  
200 S. Wacker Drive, Suite 1000  
Chicago, IL 60606  
(800) 537-8410  
E-mail: [certificates@eiia.org](mailto:certificates@eiia.org)