SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN AND
BRYAN COLLEGE OF HEALTH SCIENCES

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for the clinical training for public health nursing students, and Bryan Medical Center, a Nebraska nonprofit corporation, for and on behalf of Bryan College of Health Sciences, School of Nursing, (PROGRAM PROVIDER), with a place of business at 1600 South 48 Street, Lincoln Nebraska 68506, and phone (402) 481-3801.

The clinical training for public health nursing students (STUDENTS) is a cooperative effort to provide field and clinical experiences in community health nursing and/or LLCHD=s Women, Infants and Children (WIC) Program, for students enrolled at Bryan College of Health Sciences, School of Nursing. For the purposes of this Agreement, clinical training of students shall be called the PROGRAM.

II. SERVICES.

The City and the Program Provider 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 Provider 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.

The City and the 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 LLCDH'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 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 City and Program Provider 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 the Program Provider and the City.
3. Students shall be directly responsible to Program Provider 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 September 1, 2016 and shall continue until completion of all the obligations of this Agreement, but in no event longer than August 31, 2019.

IV. COMPENSATION.

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

V. HEALTH & IMMUNIZATION STATUS.

The Program Provider 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 the Program Provider 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 thirty (30) 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:

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. 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 RULE.

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 of 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.

XII. INSURANCE.

A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, students, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
3. Personal Injury Damage - $1,000,000 each Occurrence; and
4. Contractual Liability - $1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - $1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - $10,000.

B. Program Provider shall maintain as its own expense during the life of this Agreement, the following:

1. Professional liability insurance or self insurance coverage in the amount of $500,000 per occurrence and $1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than $1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering the Program Provider, its employees and 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 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 and Professional 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 and;
   3. Proof of Workers' Compensation Insurance, where appropriate.

D. Program Provider is required to provide the City with thirty (30) day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. 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.

XIII. INDEMNIFICATION.

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XIV. AUDIT PROVISION.

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XV. FAIR EMPLOYMENT.

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* § 48-1122, as amended.

XVI. FAIR LABOR STANDARDS.

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

XVII. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVIII. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

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. ELIGIBILITY TO WORK.

Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev .Stat. §4-108 to §4-114 as amended.

XXI. CAPACITY.

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

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

Marilyn S. Moore

Marilyn Moore, Ed.D
President
Bryan College of Health Sciences,

05.25.2016

Date of Signature

Theresa Delahyde

Theresa Delahyde, Ed.D., RN
Dean of Undergraduate Nursing
Bryan College of Health Sciences,
School of Nursing

5-25-16

Date of Signature

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

Date of Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	PHONE (A/C. No. Ext): (402) 697-1400	FAX (A/C. No.): (402) 697-0017
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bryan Health 1600 South 48th Street Lincoln NE 68506 USA	INSURER A: MMIC Insurance, Inc.	16942
	INSURER B: Midwest Employers Casualty Company	23612
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570062213811 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MHP000229	06/01/2015	01/01/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB [ ] OCCUR			MHP000229	06/01/2015	01/01/2017	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$15,000,000
	DED [X] RETENTION $10,000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Misc Liab Cvg			MHP000229 Professional Liability	06/01/2015	01/01/2017	Per Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER

Lincoln/Lancaster County Health Dept.
Attn: Andrea Haberman RN, MSN
3140 N Street
Lincoln NE 68510 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570062213811

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AGENCY CUSTOMER ID: 570000056513
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Bryan Health
POLICY NUMBER: See Certificate Number: 570062213811	
CARRIER: See Certificate Number: 570062213811 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Excess WC			EWC006522 SIR applies per policy terms & conditions	06/01/2015	01/01/2017	EL Each Accident	$1,000,000
							EL Disease - Ea Empl	$1,000,000

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