

**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, 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, and the University of Nebraska-Lincoln (PROGRAM PROVIDER), 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.

II. SERVICES.

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

1. Utilize the 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 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. Understand 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.
6. Provide names and number of students, and the dates of their assignments one (1) month prior to the beginning of the program.
7. The educational experiences will operate on a schedule to coincide with the University's academic calendar.
8. Assume responsibility for the health and welfare of its students.

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

1. Provide experience and observation of programs serving infants and toddlers, including but not limited to the MCH program, EDN program, WIC program, and Health Promotion and Outreach programs for students enrolled in approved programs.
2. Provide an orientation program on City policies, procedures, and documentation requirements.
3. Provide reasonable use of facilities to achieve the objectives of the educational experience.

4. Provide on-site supervision 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, the Program Provider and the City mutually agree as follows:

1. No student or faculty of the Program Provider shall be considered an employee of the City of Lincoln because of their participation in shadowing experiences.
2. The details of this program will be determined through mutual planning and agreement between the Program Provider and the City.

III. TERM.

The term of this Agreement shall be from January 1, 2013 and shall continue until completion of all the obligations of this Agreement, but in no event longer than December 31, 2014.

IV. COMPENSATION.

The Program Provider recognizes the non-monetary benefit the practicum and shadowing experience will provide to the student. The Program Provider will not receive any compensation for any work performed which relates to the practicum or shadowing experience.

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

VIII. 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.

IX. INDEPENDENT CONTRACTOR.

The 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 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. 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, 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;
 7. Fire Damage (any one fire) - \$100,000.

- B. 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.
 - 2. Proof of Workers' Compensation Insurance, where appropriate.
- C. 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.

XI. 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.

XII. 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.

XIII. FAIR EMPLOYMENT/ANTI-DISCRIMINATION.

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.

In addition, the Program Provider 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.

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. Reb. Stat. §4-108 to §4-114 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.

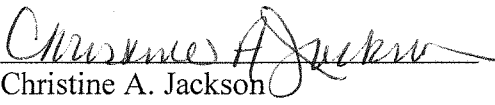
XVIII. SEVERABILITY & SAVINGS CLAUSE.

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. 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 the City do hereby execute this Agreement.



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

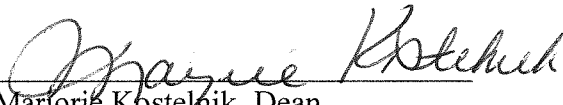


Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

3/6/13

Date of Signature

Date of Execution



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

2-22-13

Date of Signature

CERTIFICATE OF INSURANCE

DATE 2/18/2013

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 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.

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

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. 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	SELF INSURED TRUST	7/1/2012	7/1/2013	EACH OCCURRENCE \$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY
						GENERAL AGGREGATE \$3,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Occurrence)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (per accident)
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON - OWNED AUTOS				
		GARAGE LIABILITY				Auto Only - Ea Accident
		<input type="checkbox"/> ANY AUTO				Other than Auto Only:
						EA ACC
						AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER
		If yes, describe under SPECIAL PROVISIONS below				E. L. EACH ACCIDENT
						E. L. DISEASE-EA EMPLOYEE
		OTHER				E. L. DISEASE-POLICY LIMIT
A		Professional Liability	Self-Insured Trust			\$1,000,000 each occurrence
						\$3,000,000 general aggregate

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

Coverage for the University of Nebraska for the Dietetic Internship Program

CERTIFICATE HOLDER

Lincoln-Lancaster County Health Department
 3140 N Street
 Lincoln, NE 68510

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:

David E. Lechner

