

II
K-9

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
Before the Tuesday meeting

Agenda item: APPROVAL

Date to be on agenda: AUGUST 2, 2016

Exact wording to be used for the agenda:

Approval of Agreement with the Salvation Army regarding the Early Head Start Program to provide a dietician to conduct nutrition assessments of their clients. (\$3,802.00 budgeted)

Action being requested by the County Board: APPROVAL

Amount requested: \$3,802.00 Grant Funded Object Code: _____

Is item in current year's budget? Yes x No _____

Does this item commit funds in future years? Yes _____ No x

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved?

Yes x No _____

Previous action taken on this item if any: Approved by Board of Health

Recommendations and rationale for action: n/a

Will anyone speak on behalf of this item, if so who? Health Director or Designee

If this is a rush agenda item, please explain why: n/a

Submitted by (Name & Department): Adi M. Pour, Ph. D., Health Director Ext: 7471
Douglas County Health Department

Date Submitted: 07/27/2016

List Attachments: Resolution and 2 original contracts

(Attach resolution and all pertinent documentation, i.e., contract, agreement, memorandums, etc.)

*Certified Resolution can be obtained at the County Clerks' website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>*

<i>Completed by receiving office</i>		
Received in Administrative Office:	Date: <u>7/27/16</u>	Time:

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

WHEREAS, the Douglas County Board of Health met on July 20, 2016 to review and consider contracts and Agreements or Addendums, thereto, submitted in furtherance of the objectives of the Douglas County Health Department (DCHD); and,

WHEREAS, at said meeting the Board of Health voted to approve the following:

Agreement with the Salvation Army regarding the Early Head Start Program to provide a dietician to conduct nutrition assessments of their clients; and,

WHEREAS, said Agreement has been executed by the President of the Douglas County Board of Health and the Director of the Douglas County Health Department and is forwarded to this Board of Commissioners for review and consideration; and,

WHEREAS, this Board of Commissioners has reviewed and considered said Agreement as evidenced and desires to approve said Agreement.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF DOUGLAS COUNTY COMMISSIONERS that the Agreement evidenced is hereby approved and the Chair of this Board is hereby authorized to sign the necessary documents to execute said Agreement.

Dated on this 2nd day of August, 2016.

AGREEMENT FOR THE EARLY HEAD START PROGRAM
between
DOUGLAS COUNTY HEALTH DEPARTMENT
and
SALVATION ARMY

This Agreement is entered into between Douglas County, Nebraska, on behalf of the Douglas County Health Department (hereinafter "Department" or "DCHD") located at 1111 South 41st Street, Omaha, Nebraska 68105, and The Salvation Army Services, Inc., an Illinois Corporation (hereinafter "Salvation Army"), with a location at 3612 Cuming St., Omaha, Nebraska 68131, for the purpose of providing nutrition assessment for women and children participating in the Salvation Army Early Head Start Program.

SECTION I
PURPOSE AND DUTIES

The Salvation Army receives funding through the Office of the Administration for Children and Families to provide Early Head Start services in the Omaha area. The Salvation Army wishes to contract with the Douglas County Health Department for the provision of nutrition assessments for women and children participating in the Early Head Start program. Both parties provide nutrition education to participants. The parties share the responsibility for assisting parents in making well-informed decisions about the nutrition and physical wellbeing of their children. The collaboration facilitated by this Agreement will assure consistent nutrition guidance, provides early access to appropriate nutrition services, and reduce duplication of efforts for each program.

A. Responsibilities of the Salvation Army.

1. Collect and submit to DCHD a current health and weight for Early Head Start participants and, as available, other data such as hemoglobin, medical history, nutritional concerns, or information that is significant for the program.
2. Present a release of information to all Early Head Start participants, which authorize the sharing of health data between parties to complete the nutrition assessment.
3. Provide a payment of three thousand eight hundred two dollars (\$3,802) to DCHD pursuant to Section 2(C).

B. Responsibilities of DCHD.

1. Complete a standard Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) release of information for WIC clients that indicates that health data may be shared between the parties to complete a nutrition assessment.
2. Complete a nutrition assessment for each participant enrolled in the Early Head Start Program, up to a maximum of two hundred (200) assessments per year.

3. Provide current WIC height, weight, identified risk information and hemoglobin values on women and children who are currently participants of the WIC program.
4. Provide nutrition guidance for women and children as indicated by the nutrition assessment.
5. Provide two (2) one-hour trainings for Salvation Army's Early Head Start staff per year. The content of these trainings will be determined by mutual agreement between both parties.
6. Attend, as requested, the Early Head Start Health Services Advisory Council quarterly meetings.

SECTION II TERM AND TERMINATION

A. Duration.

This Agreement shall become effective on July 1, 2016, and shall remain in effect through June 30, 2017.

B. Termination

This Agreement may be terminated upon mutual written consent of the parties or by either of the parties at any time for any reason upon thirty (30) days written notice to the other of its intention to terminate the Agreement.

If either party defaults in the performance of this Agreement, the other party will give to the defaulting party a written and detailed notice of the default. The defaulting party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the defaulting party fails to provide or implement the cure plan, then the injured Party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments that may be due and owing at the time of termination.

C. Compensation.

Salvation Army will pay DCHD a maximum of three thousand eight hundred two dollars (\$3,802.00) over the term of this Agreement for services rendered. Payment will be made upon execution of the Agreement.

SECTION III GENERAL PROVISIONS

- A. Amendments. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation

of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every Amendment shall specify the date on which its provisions shall be effective.

- B. **Assignment and Delegation.** None of the parties may assign its rights or delegate its duties under this Agreement without the express prior written consent of the other party. An assignment or delegation without such prior written consent shall be a material breach of this Agreement.
- C. **Authorized Representatives and Notice.** Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

For the Salvation Army:
Sharlene Mengel
Salvation Army
3612 Cuming St
Omaha, NE 68131
(402) 898-5920 Phone
(402) 898-7533 Fax

For the Department:
Adi M Pour, PhD
Health Department
1111 S 41st Street
Omaha, NE 68105
(402) 444-7471 Phone
(402) 444-6267 Fax

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

- D. **Choice of Law and Venue.** Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.
- E. **Drug Free Policy.** Both parties agree that they have established and maintain a drug free workplace policy.
- F. **Entire Agreement.** This Agreement contains the entire agreement of the parties pertaining to this subject matter. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other

representative of either party is empowered to alter any of the terms hereof except as provided herein.

- G. **Independent Contractor.** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a party its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other party. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.
- H. **Joint Work Product.** This Agreement is the joint work product of both parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either party by reason of document preparation.
- I. **Nondiscrimination.** DCHD will not discriminate with respect to its duties under this Agreement because of race, creed, color, national origin, sex, political affiliation, or beliefs. DCHD will not discriminate with respect to its duties under this Agreement against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973.
- J. **No Third Party Rights.** This Agreement is executed for the benefit of the named parties only. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

- K. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.
- L. Confidentiality. Both parties will not disclose any information it learns about companion clients and families to any outside entity.
- M. Indemnity. Each party will indemnify, defend and hold harmless the other party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other party to the extent it is caused by the negligent acts or omissions of the indemnifying party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other party gives the indemnifying party prompt, written notice of any such claim, suit, demand or cause of action. The other party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a party's sovereign immunity. A party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
- N. Public Benefits. With regard to Neb. Rev. Stat. §§4-108 - 113, neither party is an individual or sole proprietorship. Therefore, neither party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

IN WITNESS THEREOF, the parties have executed this Agreement on the latest date written below.

Douglas County Board of Health



President (date)

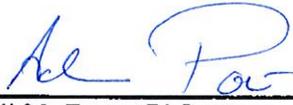
Salvation Army Early Head Start


Bramwell E. Higgins
Secretary
~~Charlene Mengel~~ (date)
~~Early Head Start Director~~

Douglas County Board of Commissioners

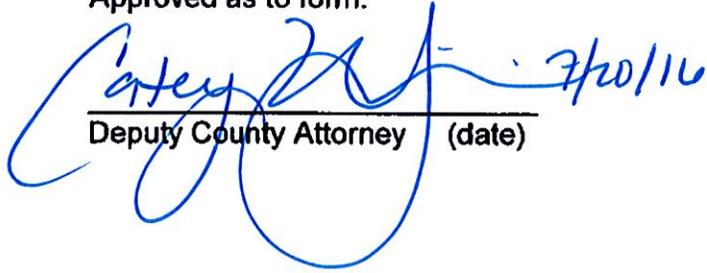
Chair (date)

Douglas County Health Department

 7/29/16

Adi M. Pour, PhD (date)
Health Director

Approved as to form:



Deputy County Attorney (date)