

**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 Lutheran Family Services regarding interpretation services for WIC clients. (\$2,000.00 budgeted)

Action being requested by the County Board: APPROVAL

Amount requested: \$2,000.00 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>	Date: <u>7/27/16</u>	Time:
Received in Administrative Office:		

**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 Lutheran Family Services regarding interpretation servies for WIC 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
between the
DOUGLAS COUNTY HEALTH DEPARTMENT
and
LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.**

This Interpretation Services Agreement ("Agreement") is entered into beginning May 1, 2015, by and between Lutheran Family Services of Nebraska ("LFS") and Douglas County, Nebraska on behalf of the Douglas County Health Department ("The Department"), in consideration of the mutual promises made herein as follows:

I. TERM OF AGREEMENT

This Agreement will become effective on May 1, 2016 and terminate on April 30, 2017.

II. SERVICES TO BE PERFORMED BY LFS

A. Interpreting services ("Services"). For purposes of this Agreement, "interpreting" means spoken or oral translation in any mode (simultaneous, consecutive and similar, sight, etc.).

1. The Department, when making a request for services, will specify to LFS, in a mutually agreeable method and within a reasonable time prior to each interpreting assignment, the location, duration, and nature of the assignment and the languages into and from which LFS is being requested to interpret.
2. LFS will work to accommodate all requests for services, but when possible, attempts should be made to make requests for services with advance notice of at least 24 (twenty-four) hours to ensure adequate time to arrange for interpreter(s).
3. Regular Business Hours: Monday – Friday from 7:00 AM-5:00 PM local time, excluding Department observed holidays - Hourly rate: \$40.00 per hour.
4. Non-Regular Business Hours: All times that do not fall within "Regular Business Hours" - Hourly rate: \$50.00 per hour.
5. Mileage: For all requests for services that will occur at a location other than at 1111 South 41st Street, Omaha, NE, LFS will be compensated \$0.47 per mile up to a maximum of 40 total miles per request for any miles traveled to and from that location in response to a service request.
6. A request for services that is completed shall be billed for a minimum of one hour regardless of actual time spent by LFS performing services for the request.
7. Additional time shall be calculated in 15 minute increments.
8. A 4-hour notice is required for any request cancellation.
9. Late cancellations will be charged for the 1-hour minimum fee.

III. Method of Performing Services. Whenever the Department should request LFS to provide services under this Agreement, LFS may, at its own discretion, employ such assistance, as it deems necessary, to perform the services required of it under this Agreement. The Department may not control, direct, or supervise LFS in the performance of these services. Only the designated Department staff listed below may request services under this agreement:
WIC Supervisor or their designee.

- A. LFS will provide interpreting services utilizing interpreters that:
1. Demonstrate proficiency in and ability to communicate information accurately in both English and in the other language;
 2. Have knowledge in both languages of any specialized terms or concepts peculiar to the Department's program or activity and of any particularized vocabulary and phraseology used by the limited English proficiency person who is being assisted;
 3. Understand and follow confidentiality and impartiality rules to the same extent as the Department; and
 4. Understand and adhere to their role as interpreters, without deviating into a role as counselor, advisor, or other inappropriate roles.

IV. PAYMENTS

- A. In consideration for the services performed by LFS under this Agreement, the Department agrees to pay LFS the rates indicated in the section entitled "SERVICES TO BE PERFORMED BY LFS". Any changes in the rates must be addressed by an amendment to this Agreement. LFS is solely responsible for any and all taxes/assessments related to these payments including but not limited to: unemployment taxes, FICA, federal and state income taxes.
- B. LFS will submit an itemized invoice to the Department on a bi-monthly basis for services rendered under this Agreement. Payment to LFS is due 30 days after invoice is received by the Department.
- C. Department payments for the term of this Agreement shall not exceed \$2,000 (two thousand dollars) throughout the term of this Agreement ("maximum compensation"). LFS will not perform any services in excess of this Agreement's maximum compensation and Department will not issue payments in excess of this Agreement's maximum compensation unless the parties execute an amendment to this Agreement providing for such. The terms of this section shall not be construed to create any minimum guaranteed compensation for LFS.

V. DUTIES OF LFS

- A. **Service Performance.** LFS agrees to perform the above-described services on “as needed” basis. If the Department has the need for interpretation services outside of “regular business hours”, the specific terms of the engagement will be agreed upon by the parties in advance of the engagement.
- B. **Workers’ Compensation.** Since LFS is an independent contractor, LFS employees are not covered by the Department’s workers compensation insurance. LFS shall provide workers compensation coverage to all employees of LFS, as required by law. LFS shall provide evidence of same upon request.
- C. **Liability, Hold Harmless.** LFS agrees to hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action (whether successful or not), fines, or judgments and all expenses incident thereto, for injuries to persons including death and for loss of, damage to, or destruction of property, (“Losses”) arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of LFS, its officers, employees or agents, and assigns, and for any Losses caused by other parties which have entered into agreements with LFS. 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.
- D. **Confidentiality and Ethics.** LFS agrees to hold in strict confidence and not duplicate or distribute any confidential and/or proprietary information it may be inadvertently exposed to while performing its duties under this agreement. Such confidential or proprietary information includes but is not limited to protected health information, business operation information and client lists. The provisions of this section shall survive expiration or termination of this Agreement.
- E. **Right to Choose Contractor.** This is not an exclusive agreement. Nothing in this Agreement should be construed to require the Department to use LFS to provide the aforementioned interpretation services.
- F. **Non-discrimination.** LFS acknowledges that this Agreement must be operated in compliance and civil rights laws and any implementing regulations, and makes the following assurances:

1. LFS warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990 and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat § 48-1122, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the LFS receives federal financial assistance.
2. LFS and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant.

V. TERMINATION OF AGREEMENT

- A. **Termination without Cause.** Either party may terminate this Agreement upon seven (7) days' written notice to the other party.
- B. **Termination for Cause.** Either party may terminate this Agreement upon written notice of such termination to the other party in the event of a material breach of any provision of this Agreement or the breaching party has not cured the breach within three (3) days of receipt of notice from the non-breaching party.

VI. MISCELLANEOUS PROVISIONS

- A. **Drug Free Policy.** LFS agrees to establish and maintain a drug-free workplace policy.
- B. **Notices.** 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 LFS:
Ruth A. Henrichs
President and CEO
Lutheran Family Services of NE
124 South 24th St. #230
Omaha, NE 68102

For the Department:
Adi Pour, Ph.D.
Douglas County Health Director
1111 S. 41st St., Suite 205
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.

- C. **Independent Relationship.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. As such, neither party shall have any authority to bind the other party.
- D. **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; except that this Agreement's indemnification provision shall also inure to the benefit of a party's employees, officers, agents and servants.
- E. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- F. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by LFS for WIC or the Department and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.
- G. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- H. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws, regulations, and policies of the State of Nebraska and the Department. 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.

- I. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials 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.

- J. **New Employee Work Eligibility Status (Neb. Rev. Stat. §4-114).** LFS is required, by Neb. Rev. Stat. §4-114, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- K. **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.

- L. **Insurance.** LFS shall provide a certificate of insurance indicating (1) adequate workers' compensation (Nebraska statutory); (2) commercial general liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$3,000,000 where more than one person is involved in any accident; and (3) property damage insurance in an amount not less than \$500,000; and naming Douglas County as an additional insured for the term of the Agreement.

LFS will provide a certificate(s) of insurance to Douglas County Purchasing prior to starting work under this Agreement and annually thereafter at least thirty (30) prior to the policy expiration date.

Annually and at least 60 days before the effective date of any material change in or cancellations of, such insurance, written notice shall be mailed

by the LFS's insurance carrier to Douglas County Purchasing. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA.

All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect LFS or its interests. LFS is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit LFS's liability hereunder or to fulfill the indemnification provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

**Lutheran Family Services of
Nebraska, Inc.**

Ruth Henrichs, President & CEO

Date

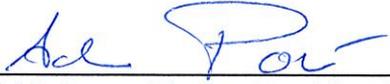
Douglas County Board of Health



Board President

Date

Douglas County Health Department



Adi M. Pour, Ph.D., Health Director

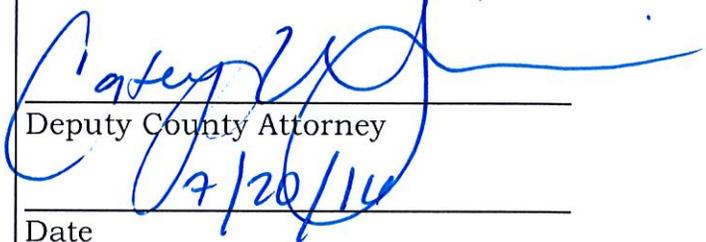
Date

**Douglas County Board of
Commissioners**

Board Chair

Date

Approved as to Form:



Deputy County Attorney

Date