

II  
I-14

**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: SEPTEMBER 27, 2016

Exact wording to be used for the agenda:

Approval of the Agreement between the Health Department and WESTSIDE  
COMMUNITY SCHOOLS regarding Metro Interagency Coordinating Council Early  
Intervention Services. (\$346.00 budgeted).

Action being requested by the County Board: APPROVAL

Amount requested: \$346.00 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: 09/21/2016

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><br>Received in Administrative Office: Date: <u>9/21/16</u> Time: _____ |
|---|

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

*Resolved*

**WHEREAS,** the Douglas County Board of Health met on September 21, 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:

Approval of the Agreement between the Health Department and WESTSIDE COMMUNITY SCHOOLS regarding Metro Interagency Coordinating Council (MICC) Early Intervention Services (EIS) outreach to provide service training to area health care providers and health care staff in medical offices and local hospitals. (\$346.00 budgeted); 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 27th day of September, 2016.

AGREEMENT  
between the  
DOUGLAS COUNTY HEALTH DEPARTMENT  
and  
Westside Community Schools

This Agreement is hereby entered into between Douglas County, Nebraska, on behalf of the Douglas County Health Department (hereinafter "Department" or "DCHD") and Westside Community Schools (hereinafter "Contractor"), as part of the Early Development Metro Interagency Coordinating Council (hereinafter "MICC"), located at 9030 Western Ave., Omaha, NE 68114.

**SECTION ONE  
PURPOSE**

The purpose of this Agreement is to support the coordination of outreach to health providers in the metro Omaha area regarding Early Intervention services.

- A. Duties of Contractor.
1. Pay the Department upon execution of the contract agreement for project related expenses including:
    - Salary and benefits for the part-time staff
    - Mileage for Department staff travel to health providers, hospitals and MICC meetings.
    - Printing and supplies for screening and educational materials
  2. Assist in arranging for the department representative to meet twice with MICC representatives.
  3. Host and conduct a luncheon in-service meeting for physician clinics. Recruit appropriate Early Development parents, service coordinators, and planning region team representatives for this events.
  4. Hold all information regarding any client as confidential and agree not to disclose any information to any other party without a written consent and proper identification of the client is complete as per each party's policy and procedure.
- B. Duties of Department.
1. Arrange presentation for medical education.
  2. Present Early Intervention information to each Omaha area hospital once a year.
  3. Present Early Intervention information to one to two (1-2) physician offices as identified by each Early Intervention team.
  4. Conduct screening at WIC clinics and refer as needed for service.

5. Meet at least twice during the project year with MICC Planning Team Representatives to receive input on project implementation and healthcare provider outreach planning.
6. Submit a year-end list of expenses for grant accounting to the school district.
7. Hold all information regarding any client as confidential and agree not to disclose any information to any other party without a written consent and proper identification of the client is complete as per each party's policy and procedure.
8. Submit quarterly report at MICC meeting.

## **SECTION TWO TERM AND TERMINATION**

- A. Duration:  
This Agreement shall become effective on September 1, 2016 and shall remain in effect until August 31, 2017. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving thirty (30) days written notice to the other of its intention to terminate the Agreement. Upon expiration, this Agreement may be extended or renewed for an additional period by written agreement of the parties.
- B. Compensation:  
The Contractor will pay DCHD upon execution of the contract agreement \$346.00 (three hundred forty-six dollars) for project related expenses over the term of this Agreement pursuant to the attached Exhibit A. Expense will mirror the budget submitted previously. DCHD shall submit a final expenditure report at the end of the grant year.

## **GENERAL PROVISIONS**

- A. Independent Contractors.  
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 their 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 or 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 Worker's Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any other 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 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.

B. Nondiscrimination.

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

D. Applicable Law and Venue.

Parties to this Agreement shall conform with 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 proceedings in the United States District court for the State of Nebraska located in Omaha, Nebraska.

E. Entire Agreement.

This Agreement contains the entire agreement of the Parties. 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.

F. 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.

G. Assignment.

None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

H. Successors and Assigns Bound by Covenants.

All covenants, stipulations, and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

I. Waiver.

Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

J. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

K. Dispute Resolution.

Any dispute which, in the judgment of a Party of this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face to face

meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties agree to submit to nonbinding mediation with a mutually acceptable mediator prior to commencement of a legal action by any Party.

- L. Indemnification.  
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 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.
- M. No Third Party Rights.  
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.
- N. Licensing Requirements.  
Contractor agrees to comply with any and all required licensing provisions of the Nebraska Revised Statutes and other relevant State or Federal law and Regulations.
- O. Drug Free Policy.  
Contractor assures the DCHD that Contractor has established and maintains a drug free workplace policy.

- P. Failure of Future Appropriations.  
Due to possible future reductions in State and/or Federal appropriations, Douglas County Health Department cannot guarantee the continued availability of funding for the Agreement, notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the DCHD may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction in consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.
- Q. New Employee Work Eligibility Status  
The Contractor is required and hereby agrees 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. If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
  2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
- R. 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.

S. Authorized Representatives and Notice.

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 representative of the Parties:

**For the Contractor**  
Jeanette Lengemann  
Westside Community Schools  
9030 Western Ave.  
Omaha, NE 68114  
(402) 408-8438 - phone  
(402) 390-6478 - fax

**For the Department**  
Adi Pour, Ph.D  
Douglas County Health Director  
1111 S 41<sup>st</sup> Street, 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.

**IN WITNESS THEREOF**, the parties have executed this Agreement on the date evidenced below.

**Douglas County Health Department**

**Westside Community Schools**

 9/21/16  
Board of Health President (date)

\_\_\_\_\_  
Chairperson (date)  
Planning Region 22

 9/21/16  
Adi M. Pour (date)  
Health Director

\_\_\_\_\_  
Director of Special Services (date)

**Douglas County Board of Commissioners**

\_\_\_\_\_  
County Board Chair (date)

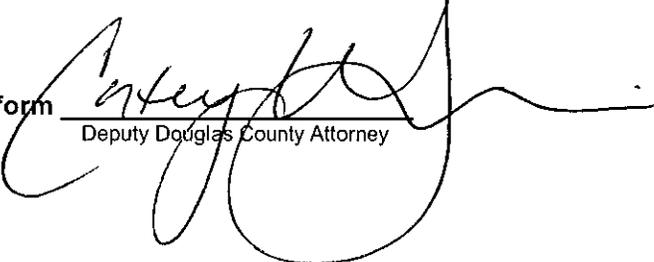
Approved as to form   
Deputy Douglas County Attorney

Exhibit A – MICC Budget 2016-2017

| <u>Resource Name</u>                    | <u>2016-17 Budget</u>      |
|---|----------------------------|
| Salary & Benefits<br>(0.08FTE)          | \$8,123                    |
| Overhead including<br>(rent, phone &IT) | \$ 360                     |
| Office/Admin<br>(mileage)               | \$ 330<br>(\$27 per month) |
| Office Supplies                         | \$ 45                      |
| Printing Screening forms                | <u>\$ 500</u>              |
| <b>TOTAL</b>                            | <b>\$9,358</b>             |

**Percent of contract paid by district**

| <u>PRT</u>   | <u>District</u>    | <u>Percentage</u> | <u>Contract Amount</u> |
|--------------|--------------------|-------------------|------------------------|
| 3            | ESU #3             | 12.1%             | \$ 1,132               |
| 19           | OPS                | 42.8%             | \$ 4,005               |
| 20           | Bellevue           | 9.5%              | \$ 889                 |
| 21           | Millard            | 10.5%             | \$ 983                 |
| 22           | Westside           | 3.7%              | \$ 346                 |
| 23           | Papillion/La Vista | 8.2%              | \$ 767                 |
| 24           | Ralston            | 2.1%              | \$ 197                 |
| 25           | Elkhorn            | 11.1%             | \$ 1,039               |
| <b>TOTAL</b> |                    | <b>100.0%</b>     | <b>\$ 9,358</b>        |