

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LINCOLN AND COUNTY OF LANCASTER**

C-09-0511
RECEIVED
SEP 17 2009
LANCASTER COUNTY
CLERK

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), to provide medical services, and County of Lancaster (COUNTY), on behalf of the Youth Services Center (YSC).

The parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat. §13-801, et. seq.*, as amended, to enter into cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party shall remain separate entities with separate rights and authorities. Each party retains its own administrator and no separate board shall be created to fulfill the obligations of the Agreement.

II. SERVICES.

The County and City enter this Agreement for the City to:

- 1) Provide a physician who shall be available on an on-call basis, 24 hours per day, seven days per week, to perform physician services as requested by the County.
- 2) Provide a registered nurse (City RN) who shall be available on an on-call basis, after hours (4:30 p.m. – 8 a.m.), seven days per week, including City holidays, to provide telephone consultation, assessment and referral as requested by the County.
- 3) Provide a 1.0 FTE Public Health Nurse (City PHN) on-site at YSC.
- 4) Provide an additional Registered Nurse, on-site at YSC during working hours (8:00 a.m. – 4:30 p.m., Monday through Friday), when available, during emergency nursing staff shortage situations and at the request of the County and at the discretion of the City.
- 5) Require the PHN to meet with the YSC Director at least quarterly to create an annual report of the health care delivery system and an annual statistical summary report. The annual report should address: the effectiveness of the health care system, changes effected since the last

reporting period and recommended corrective action. The annual statistical report should indicate the number of YSC residents receiving health services by category of care as well as other pertinent information.

- 6) Develop and maintain the policy and procedure manual which covers all health practices for the YSC. These policies and related procedures will be developed with input and approval from the YSC Director or designee. Annual reviews of all policies and procedures will be conducted in accordance with current NLN Community Health Accreditation Standards and Corrections Standards.
- 7) Develop and implement YSC staff orientation and in-service education related to medications, medical devices and biologicals, medical policies and procedures and other health topics.
- 8) Triage sick calls for acute and chronic health problems. Identified problems will be coordinated with the YSC resident's private physicians or with the City's physician using established protocols.
- 9) Provide nursing case management services for all YSC residents experiencing health problems, including:
 - a. Intake assessments for new YSC residents, including development of care plans for YSC residents with health problems.
 - b. Coordination of care with YSC staff, other LLCHD service areas, other mental health providers, community physicians, pharmacy, and human service agencies.
 - c. Maintain unit dose system for medication administration with contracted pharmacist.
 - d. Perform medication reviews for all YSC residents receiving prescription and/or over-the counter medications at least weekly.
- 10) Make available physicians and nurses for in-court testimony and/or trial preparation as requested by the Lancaster County Attorney's Office.
- 11) Supervise the physician, City RN and City PHN in accordance with City's policies.
- 12) The physician provided by the City shall execute medical authorization under the terms of which YSC staff can administer specified non-prescription products and employ specified methods of treatment in dealing with routine, non-emergency medical problems which arise at YSC. (See Attachment A)
- 13) The physician provided by the City shall execute a medical authorization under the terms of which staff of YSC will be authorized to administer an EpiPen® and/or nebulized Albuterol as

an emergency response to life-threatening asthma or systemic allergic reactions (anaphylaxis).
(See Attachment B)

- 14) Draw blood levels, per physician's order, for YSC residents taking the following medications: Lithium, Depokote, thyroid replacement medication, Dilantin, Theophylline, Thorazine, Tegretol and Anafranil.
- 15) Provide the Hepatitis B immunization series and TB screening tests at the end of the probationary period to YSC staff who have direct contact with YSC residents and to temporary on-call JDO personnel as specific documented exposures to Hepatitis B and/or TB occur in accordance with the Center for Disease Control and Prevention guidelines.
- 16) Provide employment assessment for YSC staff at the time of hire and every two years thereafter. The employment assessment shall include a TB test, urinalysis and blood pressure screening.

The parties further agree:

- 1) City is not a "covered entity" for purposes of HIPAA, however, the County agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the County agrees that it shall:
 - a) Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient health information;
 - b) Make patient information available to patients in a manner not inconsistent with HIPAA;
 - c) Require all employees to comply with such restrictions;
 - d) Report any improper use or disclosure of patient information immediately to the City.

All services, including reports, opinions, and information to be furnished under the Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City. The County assumes liability for any breach of confidentiality that may occur through the action of the County, the County's employees, and anyone directly or indirectly employed by the County. The City assumes liability for any breach of confidentiality that may occur through the action of

the City, its employees, and anyone directly or indirectly employed by the City.

- 2) The parties agrees to abide by all federal, state and local laws regarding confidentiality of records as it relates to YSC residents. In those cases where the City has access to official information from probation/court records, the parties shall also keep that information confidential. The City shall not release such information without an order of the court of prior written approval of the parent or legal guardian of the YSC resident.

III. TERM.

The term of this Agreement shall commence on July 1, 2009 and shall continue until completion of all of the obligations of this Agreement, but in no event longer than one year after the date of commencement. Upon expiration of the term, County shall pay the City for any services completed up to the date of expiration.

IV. COMPENSATION.

As compensation for such services, the County agrees to reimburse the City as follows:

- (1) \$12,270.00 (\$7,755.00 without the RN) per month for general nursing services and the availability of a physician;
- (2) \$1,317 per month for on-call costs for maintaining 24 hour coverage;
- (3) \$87.15 per physician's visit (actual cost for completed physical examination/assessment);
- (4) \$9.31 per telephone conversation with physician;
- (5) \$50 per dose of Hepatitis B vaccine;
- (6) \$15.00 for each TB test;
- (7) \$30.00 for each employment assessment;
- (8) \$40 per hour for on-site lab services by a lab technician;
- (9) \$52.00 per hour per nurse required to testify and/or prepare for trial as requested by the County Attorney's Office;
- (10) \$87.15 per hour per physicians required to testify and/or prepare for trial as requested by the County Attorney's Office.

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 thirty (30) days written notice. Upon termination, the County shall pay City for any approved and documented services completed up to the date of termination.

VI. TERMINATION FOR CONVENIENCE.

Either party has the right to terminate this Agreement for any reason for its own convenience. Termination rights under this section may be exercised only upon giving the other party thirty (30) days written notice. Upon termination, the County shall pay City for any approved and documented services completed up to the date of termination.

VII. TERMINATION FOR LACK OF FUNDING.

Either party 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 party. In the event of unavailability of funds to pay any amounts due under this Agreement, the party shall immediately notify the other party and this Agreement shall terminate without penalty or expense to the terminating party. Upon termination, the County shall pay City for any approved and documented services completed up to the date of termination.

VIII. INDEPENDENT CONTRACTOR.

The County is interested only in the results produced by this Agreement. The City has sole and exclusive charge and control of the manner and means of performance. The City shall perform as an independent contractor and it is expressly understood that neither the City nor any of its staff are employees of County and, thus they are not entitled to any County benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

It is expressly understood that neither the County 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.

IX. INDEMNIFICATION.

Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising

out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

X. FAIR EMPLOYMENT.

The parties 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.

XI. FAIR LABOR STANDARDS.

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

XII. 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.

XIII. 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.

XIV. 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.

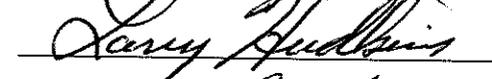
XV. CAPACITY.

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

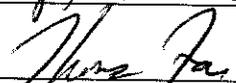
IN WITNESS WHEREOF, the County and City do hereby execute this Agreement.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA




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

September 22, 2009.


Deputy County Attorney
for GARY E. LACEY
Lancaster County Attorney

ATTACHMENT A

MEDICAL AUTHORIZATION

Effective: July 1, 2009

I, Steven Rademacher, M.D., on behalf of the City of Lincoln/Lincoln-Lancaster County Health Department, hereby authorize, the staff of the Youth Service Center (YSC) to:

A. Administer non-prescription items including but not necessarily limited to: Loratidine, Benadryl, Ibuprofen, Acetaminophen; Dragel, Certi-lak tabs; Cold Erase Tabs; Vicks Chloraseptic Spray; Triple Antibiotic Cream, Throat Eze Lozenges; Tolnaftate 1% (antifungal spray); plain Robitussin; Delsym; Calamine Lotion; Hydrocortisone Lotion 1%; foot powder/spray; Maalox; Milk of Magnesia; Stridex pads; Debrox ear drops; Lice-all shampoo; Nix shampoo; sunblock lotion 15 SPF and Kaopectate to YSC residents. All of these over-the-counter or non-prescription items shall be administered to YSC residents according to directions on the package.

B. Saltwater gargles may be given to YSC residents for treatment of throat pain. Rest and cold packs on the forehead are recommended in the case of nausea or vomiting – in both cases, although the resident should be closely watched. If throat pain, nausea, vomiting, head or stomach aches persist and repeated medication is requested, I/we should be notified by staff so that a more accurate diagnosis can be made.

C. Nursing personnel may use nursing protocols issued by this physician when the YSC resident does not wish to see the physician, or before a physician visit is scheduled.

D. Administer internal medicines to a female, YSC resident unless it is suspect or known that the YSC resident is pregnant. If pregnancy is suspected or known, a physician or pharmacy should be consulted before any internal medications are administered.

D. Provide care for a possible sprain after YSC staff has contacted this physician. YSC staff will probably be asked to observe the injury extremity overnight before the physician decides whether to check it personally and/or request X-rays. The injured extremity should be wrapped in an elastic bandage and ice applied for 1-15 minutes every four hours.

If YSC staff members have any questions concerning health complaints or treatment of YSC residents, they should contact LLCHD. Whenever it is necessary to contact us, please state the reasons for the call, and whether or not there is an immediate need for our services.

I hereby certify that the foregoing authorization complies in all respects with the generally accepted and recognized standards of care and skill exercises by the medical community and we hereby agree to indemnify and hold harmless to the fullest extent allowed by law, the County of Lancaster, Nebraska and their respective agents and employees, from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of any act within the scope of the foregoing authorization; provided that this paragraph shall not relieve the County of Lancaster, its agents or employees from liability for their actionable negligence.

Steven Rademacher M.D. 9.29.9

Steven Rademacher, M.D.

Date

ATTACHMENT B

Youth Services Center EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

Effective: July 1, 2009

Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary. A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness limiting speech to one to two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the following symptoms may occur within seconds. The more immediate the reaction, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, flushing, hives, blueness of skin
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of the face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911
2. Summon the nurse if available. If not, summon the designated trained, non-medical staff to implement the emergency protocol.
3. Check airway patency, breathing, respiratory rate and pulse.
4. Administer EpiPen® per standing order. Follow with nebulized Albuterol if emergency is related to asthma.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parent(s) and youth's physician as soon as possible (if known).
8. Any individual treated with epinephrine will be transferred to a medical facility.

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer an EpiPen®- Jr for a youth less than 66 pounds or an adult EpiPen® for a youth over 66 pounds.
- Follow with nebulized albuterol (premixed) while awaiting EMS. If the youth's condition has not improved, may repeat two times, back-to-back.

• • • Administer CPR, if indicated.

The physician signing below affirms that the above protocol is in keeping with standard, current, recommended medical practice, and appropriate for implementation and delivery at the Youth Services Center by Registered Nurses and designees.

S. Rademacher MD

Steven Rademacher, MD

STATE OF NEBRASKA }
 }
County of Lancaster } ss.

Before me, a notary public qualified for said County, personally came Steven Rademacher, known to me to be the identical persons who signed the foregoing Medical Authorization, and acknowledged the execution thereof to be a voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 29 DAY OF September, 2009.

