

AGREEMENT

This Agreement is entered into by and between Nebraska Wesleyan University (hereinafter referred to as "College"), and the County of Lancaster, Nebraska, on behalf of the Lancaster County Juvenile Youth Services Center (hereinafter referred to as "County").

WHEREAS, the College seeks to secure educational experience for students enrolled in the College;

WHEREAS, the College operates educational programs in criminal justice, social work, psychology, education, sociology, and/or human services and other related disciplines;

WHEREAS, the County is willing under certain conditions to allow the College to utilize the facilities at the Lancaster County Youth Services Center for educational experience for students enrolled in the College's criminal justice, social work, psychology, education sociology, or human services programs; and

WHEREAS, College and County desire to reduce their understanding to writing;

NOW THEREFORE the parties mutually covenant and agree as follows:

1. The Initial Term of this Agreement shall be for a twelve-month period from January 1, 2017, through December 31, 2018, unless otherwise terminated as provided herein. At the end of said Initial Term and each Renewal Term, the Agreement will automatically renew for a subsequent twelve-month Renewal Term, unless otherwise terminated as provided herein.
2. Specific work areas, dates, and numbers of students will be mutually agreed upon between the County and the College prior to the start of each academic term.
3. The duties and obligations of the College shall include the following:
 - a) Recruitment, collection of applications, and selection of qualified students for assignment to the educational program with the Lancaster County Youth Services Center. Selection and assignment of students shall be subject to the approval of the Lancaster County Youth Services Center using legally permissible selection criteria. The Center's approval shall not be unreasonably withheld.
 - b) College Faculty will communicate student objectives and guidelines for the educational experience, as provided in Attachment A, attached hereto and incorporated by this reference.
 - c) College shall provide a faculty member to serve as liaison with the Lancaster County Youth Service Center personnel.
 - d) Students shall demonstrate appropriate ethical and professional conduct.

- e) Upon request, College shall provide responsible Lancaster County Youth Services Center officials with such College student information as will adequately disclose the prior educational and related experiences of prospective student participants.
4. The duties and obligations of Lancaster County under this Agreement shall include the following:
- a) Provide facilities at the Lancaster County Youth Services Center for students and exercise best efforts to provide students with hands-on practical learning experiences and observational opportunities of educational value
 - b) Provide students with direct supervision and control of the students at the Lancaster County Youth Services Center by an experienced and qualified employee in the field.
 - c) Provide orientations to acquaint students with Lancaster County Youth Services Center facilities, policies, security, procedures, staff, and the needs of those with whom the students will be working.
 - d) Provide evaluations of students, and to provide such evaluations to the liaison appointed by the College.
5. Students shall be 19 years of age or older.
6. All Student applicants will be required to complete an internship application and will be subject to a background check, including but not limited to a check of the following sources:
- a) The Sex Offender Registry maintained by the Nebraska State Patrol;
 - b) The Nebraska Child Abuse and Neglect Central Register;
 - c) The Nebraska Adult Abuse and Neglect Central Register;
 - d) The Nebraska Department of Motor Vehicles; and
 - e) NCIC/NCIS criminal history check.
7. Background check results shall be reviewed by the Lancaster County Youth Services Center. Assignment of students shall be subject to the approval of the Lancaster County Youth Services Center, which approval shall not be unreasonably withheld. Any student that does not meet the legally permissible criteria established by the Lancaster County Youth Services Center for selection cannot be assigned to the Lancaster County Youth Services Center.
8. A means of evaluating the educational experience by the County and College will be provided at the conclusion of each academic semester, course or class of students.
9. Students will adhere to applicable rules, regulations, and policies of the Youth Services Center while assigned at the Youth Services Center. The Lancaster Youth Services Center will review the applicable rules, regulations, and policies at the student's orientation.

10. The students shall not be paid any compensation for their participation in the program. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving the education and professional preparation of the participating students.
11. Students will follow the dress code for the specific area where they are assigned. The Lancaster County Youth Services Center will review the dress code at the student's orientation.
12. Either party may discontinue the assignment of any student at any time during the period of this agreement. Prior to either party's discontinuing a student's assignment, the College and the Lancaster County Youth Services Center shall meet to discuss discontinuance of the student's assignment. Grounds for discontinuing assignment shall include but not be limited to student actions that jeopardize the safety or security of the Center or the College, the Center's clients, the student or other students, or otherwise put the Center, the College, the Center or College's staff, the student, or other students at risk.
13. All information regarding residents of the Lancaster County Youth Services Center is confidential and is the sole property of the Lancaster County Youth Services Center. The College and its participating students agree not to disclose or provide resident information regarding youth detained at the Lancaster County Youth Services Center to anyone other than employees of the County. No other information is to be disclosed to any party. The College and its participating students agree to be comply with all state and federal laws and regulations regarding the confidentiality of health information and regarding information on youth detained in the Lancaster County Youth Services Center.
14. Students assigned to the Youth Services Center shall be students in good standing with the College and students shall provide the Youth Services Center with the agreed upon hours at the onset of the assignment. Specific scheduling of such hours shall be mutually agreed to by the students and the Youth Services Center, considering the needs of the Center.
15. Both parties agree that the students assigned to the Lancaster County Youth Services Center will not be deemed to be employees of the County or the Lancaster County Youth Services Center, but shall remain students of the College who are present at the Lancaster County Youth Services Center solely as a part of their course of study at the College. The County assumes no obligation for wages, workers' compensation, liability insurance, health insurance, transportation, meals, room, or uniforms for students of the College.
16. During the term of the Agreement, the College shall maintain a policy of general and liability insurance which carries a minimum of \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 products/completed operations aggregate; and \$2,000,000 general aggregate for general liability. College shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance

required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

During the term of this Agreement, College will also maintain a policy of Workers' Compensation insurance which carries a minimum of \$100,000 per person and \$500,000 per policy limit of Workers' Compensation coverage or be qualified for self-insurance.

17. It is the express intent of the parties that this contract shall not create an employer-employee relationship and College, or any employee or other person acting on behalf of College in the performance of this Agreement, shall be deemed to be an independent contractor(s) and not employees of the County for any reason or in any manner during the entire term of this Agreement or any renewals thereof. College shall not receive any additional compensation in the form of wages or benefits except as specifically set forth herein. The College shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law with respect to the College or any such employee of the College as may be engaged in the performance of this Agreement. County shall at all times retain control of all records of juveniles being served.
18. 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.
19. Neither party, nor its employees, agents or contractors shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other party, except as set forth herein.
20. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.
21. This Agreement and all rights hereunder shall not be assignable either in whole or in part by either party without the prior written consent of the other party.

22. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.
23. Except as otherwise provided in this Agreement, either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days prior written notice as provided herein to the other party of the date of termination. Should either party breach this agreement, the non-breaching party will notify the breaching party of the breach in writing and the breaching party will have fifteen days to cure. If the breach is not cured within fifteen days, the non-breaching party may, at its discretion, terminate the agreement immediately upon written notice to the breaching party.
24. All notices, requests for services or other communications provided under this Agreement shall be in writing and shall be given to County or College at the address set forth below or at such other address or facsimile number as they may specify thereafter in writing:

College: Nebraska Wesleyan University
5000 St. Paul Ave.
Lincoln, NE 68504

Lancaster County: Lancaster County Youth Services Center
1200 Radcliff
Lincoln, NE 68512

AND

Lancaster County Board of Commissioners
555 South 10th Street
Lincoln, NE 68508

Such notice or other communication may be mailed by United States certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communications may also be delivered by hand. For purposes of this Agreement, all notices will be deemed to have been given upon the date of personal delivery or three (3) days after having been deposited in the United States mails as provided above.

25. The parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
26. If any portion of this Agreement is held invalid according to applicable law, the remainder hereof shall not be affected thereby if such remainder would then continue to

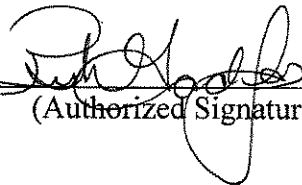
conform to the terms and requirements of the applicable law. However, in the event that any portion of this Agreement is held invalid, if such invalidity would materially affect the obligations of either of the parties to the Agreement such party shall have the right to immediately terminate this Agreement if the Agreement cannot be modified to correct the material change.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

The Lancaster County Board of County
Commissioners
For
Lancaster County Juvenile Youth Services
Center

Nebraska Wesleyan University

By: _____
(Authorized Signature)

By:  _____
(Authorized Signature)

Name Todd Wiltgen

Name Tish Gade-Jones

Title Chair, Lancaster County Board

Title Nebraska Wesleyan

Date _____

Date 3-2-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

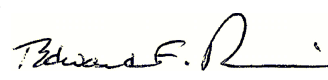
PRODUCER College Risk Retention Group, Inc. 100 Bank Street Suite 610 Burlington, VT 05401	1-312-648-0914	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: certificates@eiaa.org	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Nebraska Wesleyan University 5000 Saint Paul Ave. Lincoln, NE 68504			INSURER A: COLLEGE RRG INC	13613
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 47740281 **REVISION NUMBER:**

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL090116	09/01/16	09/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental agreement; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Additional Insured status as required by written contract. If named specifically in the Description of Operations the certificate holder is named as Additional Insured as required by written contract.

CERTIFICATE HOLDER Nebraska Wesleyan University 5000 St Paul Ave Lincoln, NE 68505 USA	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 
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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lexington Insurance Company (A. M. Best Rating AXV) supports College Risk Retention Group, Inc. as the reinsurer. Lexington Insurance Company is also the underwriter for the excess liability coverage over College Risk Retention Group, Inc.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1000
Chicago, IL 60606
(800) 537-8410
E-mail: certificates@eiia.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EIIA 1-312-648-0914 200 S. Wacker Ste. 1000 Chicago, IL 60606	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eiaa.org	FAX (A/C, No):
INSURED Nebraska Wesleyan University 5000 Saint Paul Ave. Lincoln, NE 68504	INSURER(S) AFFORDING COVERAGE INSURER A: PHOENIX INS CO	NAIC # 25623
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 49272730

REVISION NUMBER:

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			121D5421	09/01/16	09/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Nebraska Wesleyan University
5000 St. Paul Ave
Lincoln, NE 68505
USA

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
Sue A. Gaskin

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