

TRAINING SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between Strategies for Youth, Inc., a non-profit corporation, whose address is P.O. Box 390174, Cambridge, MA 02139, hereinafter referred to as "STRATEGIES FOR YOUTH," and Lancaster County, Nebraska, whose address is 555 S 10th St, Lincoln, NE 68508, hereinafter referred to as "AGENCY." Collectively AGENCY and STRATEGIES FOR YOUTH may be referred to as "Parties," and individually each may be referred to as a "Party."

WITNESSETH:

WHEREAS, STRATEGIES FOR YOUTH has an established the Policing the Teen Brain in Schools training program ("Training Program");

WHEREAS, the AGENCY is desirous for STRATEGIES FOR YOUTH to conduct their Training Program on-site for School Resource Officers and other attendees;

WHEREAS, STRATEGIES FOR YOUTH is willing to provide AGENCY with said services and has qualified instructors and the necessary skills, expertise and experience to meet those needs;

WHEREAS, AGENCY desires to expend a subaward it received from the Nebraska Department of Health and Human Services ("DHHS") for the specific purpose of funding the Training Program;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1. **TERM AND COMPENSATION**

STRATEGIES FOR YOUTH agrees to provide to AGENCY required instructors and student materials for the conduct of the Training Program during the following dates: **June 11-14, 2019.**

AGENCY agrees to pay STRATEGIES FOR YOUTH compensation in the total amount of: Thirty Thousand Dollars (\$30,000) to conduct the said Training Program for the training of up to thirty-five (35) students employed by Lincoln Police Department, Lancaster County Sheriff's Office, and Lincoln Public School. It will be the AGENCY's responsibility to promote the Training Program to the Lincoln Police Department, Lancaster County Sheriff's Office, and/or Lincoln Public Schools, and to make every effort to attain the stipulated number of students from those three agencies. Any shortfall in the number of students attending the training will not reduce the compensation amount of \$30,000.

2. **SERVICES TO BE PROVIDED**

STRATEGIES FOR YOUTH will provide at least two (2) qualified instructors for the Training Program consisting of twenty-eight (28) hours consisting of four- seven hour

days for the Policing the Teen Brain in Schools Course. The training location for the course of instruction is as follows:

Lincoln Police Department
575 South 10th Street
Lincoln, Nebraska 68508

STRATEGIES FOR YOUTH will be responsible for providing a qualified instructor and/or a facilitator for each training session. All student materials, instructor's per diem, lodging, travel and incidental expenses will be paid by STRATEGIES FOR YOUTH.

AGENCY shall be responsible for providing the classroom facilities and audio/visual equipment required by STRATEGIES FOR YOUTH for each training session. STRATEGIES FOR YOUTH agrees to provide technical assistance to AGENCY regarding classroom size and required equipment to be provided by AGENCY. Refreshment breaks for each training session, if any, shall be the responsibility of AGENCY.

2. **FEDERAL REGULATIONS**

AGENCY is subject to its own requirements regarding the subaward it received from DHHS, County Contract C-19-0200, executed on March 10, 2019. Pursuant to Part 200, Section 200.331 of the Code of Federal Regulations, the pass-through entity, AGENCY, has a number of obligations that may trigger obligations of STRATEGIES FOR YOUTH in order for AGENCY to meet its own obligations. AGENCY'S subaward requirements are provided in Attachment A, attached hereto and incorporated herein by this reference. Attachment B, attached hereto and incorporated herein by this reference, provides information required for Federal Award Identification.

Prior to any funds being disbursed to STRATEGIES FOR YOUTH, AGENCY must evaluate STRATEGIES FOR YOUTH's risk of noncompliance with Federal Statutes and regulations. AGENCY may review STRATEGIES FOR YOUTH's prior experience with the same or similar subawards; the results of previous audits including whether or not STRATEGIES FOR YOUTH receives a Single Audit in accordance with Subpart F- Audit Requirements of 2 CFR 200, and the extent to which the same or similar subaward has been audited as a major program; whether STRATEGIES FOR YOUTH has new personnel or new or substantially changed systems; and the extent and results of Federal awarding agency monitoring. Depending on the results of the review, additional requirements may be added by Amendment by AGENCY.

The Training Program shall be monitored by AGENCY by the Lincoln/Lancaster County Human Resources Director or her designee ("Project Monitor"). In the event of noncompliance with this Agreement by STRATEGIES FOR YOUTH, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the Agreement. The Project Monitor must perform applicable sub-recipient monitoring requirements pursuant to 2 CFR §§ 200.318 through 200.326.

3. **PAYMENT FOR SERVICES**

Final payment for all services provided pursuant to this Agreement shall be made to STRATEGIES FOR YOUTH within thirty (30) days after the conclusion of the course.

4. **INDEPENDENT CONTRACTOR**

STRATEGIES FOR YOUTH shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting STRATEGIES FOR YOUTH as the agent, representative, or employee of AGENCY for any purpose or in any manner whatsoever. STRATEGIES FOR YOUTH is to be and shall remain an independent contractor with respect of all services performed under this Agreement. STRATEGIES FOR YOUTH represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of STRATEGIES FOR YOUTH or other persons while engaged in the performance of any work or services required by STRATEGIES FOR YOUTH under this Agreement shall have no contractual relationship with AGENCY, and shall not be considered employees of AGENCY. Any and all claims that may or might arise under the state workers' compensation law on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against STRATEGIES FOR YOUTH, its officers, agents, contractors, or employees shall in no way be the responsibility of AGENCY. STRATEGIES FOR YOUTH shall defend, indemnify, and hold AGENCY, its officials, officers, agents, and employees harmless from any and all such claim to the extent of its general liability insurance limits. Such personnel or other persons shall neither require nor be entitled to any workers' compensation, rights, or benefits of any kind whatsoever from AGENCY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation or disability claims.

5. **NON-DISCRIMINATION – AFFIRMATIVE ACTION**

In accordance with law of the State of Nebraska or any other state having jurisdiction over this Agreement and AGENCY'S policies against discrimination, no person shall be excluded from employment or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

6. **INSURANCE**

STRATEGIES FOR YOUTH shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to AGENCY, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of AGENCY, which shall not

unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by AGENCY prior to execution of the Agreement and may require submission of financial information for analysis. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by AGENCY being secondary or excess.

- (a) Commercial General Liability. STRATEGIES FOR YOUTH shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and STRATEGIES FOR YOUTH shall provide an additional insured endorsement acceptable to AGENCY. The required insurance must include coverage for all projects and operations of STRATEGIES FOR YOUTH or similar language that meets the approval of AGENCY, which approval shall not be unreasonably withheld.
- (b) Workers' Compensation. STRATEGIES FOR YOUTH shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. STRATEGIES FOR YOUTH shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.
- (c) Automobile Liability. STRATEGIES FOR YOUTH shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- (d) Additional Insured. An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement, under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis.
- (e) Certificates. STRATEGIES FOR YOUTH shall provide certificates of insurance and endorsements evidencing compliance with these requirements. STRATEGIES FOR YOUTH's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, STRATEGIES FOR YOUTH shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- (f) Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer

that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

(g) Sovereign Immunity. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of AGENCY.

(h) STRATEGIES FOR YOUTH shall also be responsible for ensuring that all subcontractors have met the same insurance requirements before and during the time any work is done pursuant to this Agreement.

7. **INDEMNIFICATION**

To the fullest extent permitted by law STRATEGIES FOR YOUTH shall indemnify, defend, and hold harmless AGENCY, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of STRATEGIES FOR YOUTH, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by STRATEGIES FOR YOUTH shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by AGENCY.

8. **COPYRIGHTS**

AGENCY acknowledges that the Training Program and the training materials are the copyrighted work product of STRATEGIES FOR YOUTH, which may not be copied, duplicated or released by AGENCY to any other person or entity without the expressed written permission of STRATEGIES FOR YOUTH.

9. **AUDIT AND INSPECTION**

The Code of Federal Regulations requires STRATEGIES FOR YOUTH monitoring to be performed by AGENCY. STRATEGIES FOR YOUTH must adhere to all sub-recipient monitoring requirements imposed on by the pass-through agency. STRATEGIES FOR YOUTH shall permit and shall require its agents and employees to permit AGENCY or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of STRATEGIES FOR YOUTH pertaining to the Agreement and Project provided herein. STRATEGIES FOR YOUTH shall submit two copies of its annual independent audit to AGENCY or its designated representative within thirty (30) days of receipt of such audit. STRATEGIES FOR YOUTH is aware of the requirements imposed

on them by Federal laws, including but not limited to applicable Federal statutes, regulations, executive orders, and administrative guidance. STRATEGIES FOR YOUTH will meet the audit requirements of 2 CFR 200 if it expends \$750,000 or more in Federal awards during STRATEGIES FOR YOUTH 's fiscal year. All records related to this Agreement shall be retained for three (3) years from the date of the annual independent audit conducted pursuant to this Section, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

10. **NON-ASSIGNMENT**

STRATEGIES FOR YOUTH shall not assign its duties and responsibilities under this Agreement without the express written permission of AGENCY. Any assignment without such express written permission shall be absolutely void.

11. **MERGER AND MODIFICATION**

- a. It is understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

12. **DEFAULT AND CANCELLATION**

- a. STRATEGIES FOR YOUTH's failure to comply with these terms and conditions of the Subaward, may cause AGENCY to fall out of compliance with DHHS and AGENCY's requirements of the Program. Failure to comply could lead to sanctions including, but not limited to a freeze on receipt and/or expenditure shared funds, return of funds or offsets from future sharing, civil enforcement actions, or federal criminal prosecution.
- b. In the event STRATEGIES FOR YOUTH fails to perform the duties or fails to meet any of the requirements outlined in this Agreement, then and upon the happening of such event, AGENCY shall give written notice to STRATEGIES FOR YOUTH of such failure to perform, and this Agreement shall terminate immediately upon such notice. Upon receipt of such notice, STRATEGIES FOR YOUTH shall immediately surrender to Project Monitor or Project Monitor's designated representative any balance remaining in the Project Account. STRATEGIES FOR YOUTH shall be liable to AGENCY for immediate repayment of any unauthorized expenditure of funds from Project Account. STRATEGIES FOR YOUTH shall be compensated pursuant to the terms of this Agreement for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

- c. AGENCY and STRATEGIES FOR YOUTH acknowledge that the instructors and participants may be active law enforcement officers who by virtue of their occupation may, at any time during the term of this Agreement, be subject to temporary assignment to meet a local, regional or national emergency resulting in the cancellation or postponement of one or more training session. In such event, STRATEGIES FOR YOUTH shall be entitled to receive compensation for those training sessions completed, and any out-of-pocket expenses incurred by STRATEGIES FOR YOUTH prior to cancellation or postponement of one or more training sessions.
- d. This Agreement may be canceled with or without cause by either Party upon thirty (30) day's prior written notice to the other Party.
- e. This Agreement may be terminated by either AGENCY or STRATEGIES FOR YOUTH for breach of the terms of this Agreement. Upon breach by AGENCY, STRATEGIES FOR YOUTH shall provide AGENCY written notice of such breach and shall provide AGENCY 30 days to cure the breach. During the cure period, both Parties shall continue to perform under the Agreement. If, after 30 days, AGENCY has failed to cure the breach, STRATEGIES FOR YOUTH may terminate the Agreement immediately upon written notice to AGENCY.

13. **CONTRACT ADMINISTRATION**

In order to coordinate the services of STRATEGIES FOR YOUTH with the activities of AGENCY so as to accomplish the purposes of this Agreement, Sara Hoyle, Director, Lincoln-Lancaster County Human Services, shall manage performance of this Agreement on behalf of AGENCY. David Walker, Chief Operating Officer, shall coordinate performance by STRATEGIES FOR YOUTH in this Agreement.

14. **NOTICES**

Any notice or demand which must be given or made by a Party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices shall be sent as follows.

AGENCY

Sara Hoyle
 Director
 555 South 10th Street
 Lincoln, Ne 68508

STRATEGIES FOR YOUTH

David Walker
 Chief Operating Officer
 P.O. Box 390174
 Cambridge, MA 02139

15. **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska without respect to its conflict of laws principles.

15. **AMERICANS WITH DISABILITIES ACT COMPLIANCE**

AGENCY acknowledges that it complies with the requirements of the Americans With Disability Act and its regulations and guidelines (collectively, the “ADA”). AGENCY further agrees to indemnify and hold STRATEGIES FOR YOUTH harmless from and against any and all claims and expenses (including reasonable attorney’s fees and litigation expenses), that may be incurred by or asserted against STRATEGIES FOR YOUTH or its officers, directors and employees on the basis of AGENCY’S non-compliance with any of the provisions of the ADA.

16. **FORCE MAJEURE**

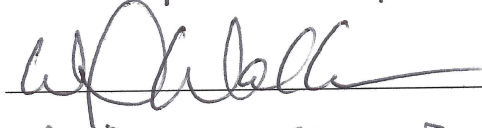
Performance pursuant to this Agreement by either Party is subject to acts of God, war, government regulation, disaster, strike, civil disorder, curtailment of transportation facilities, elimination of government funding or travel restriction, acts or threats of terrorism, governmental travel advisories, any health threat declaration or pandemic (e.g. SARS) in the jurisdiction of the AGENCY or on a national or regional basis that causes a reduction of attendees or other causes beyond the Parties’ reasonable control thus making it impractical or illegal to perform its obligations under this Agreement; or for any frustration of purpose for which the conference is being held. In such event, either Party may cancel this Agreement without penalty or liability for any one or more of such reasons by written notice within three (3) days or as soon as practical from one Party to the other of such occurrence or receipt of notice of any of the above occurrences. For use in this Agreement, the word “*purpose*” as referenced above is defined to mean the ability of STRATEGIES FOR YOUTH to hold a successful conference and educational symposium at the training location and in the metropolitan area. This would include a group perception of the safety of persons and property in and around the AGENCY as a result of an actual or threatened man-made or natural disaster changing the atmosphere or environment of the AGENCY and surrounding areas, or any other situation affecting the reputation of the AGENCY in the national community, or any unforeseen event or series of events that affects or the ability of STRATEGIES FOR YOUTH to conduct a successful Training Program.

17. **E-VERIFY**

In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, STRATEGIES FOR YOUTH agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. STRATEGIES FOR YOUTH shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. STRATEGIES FOR YOUTH shall require any subcontractor to comply with the provisions of this section.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year hereinafter set forth.

Executed by the STRATEGIES FOR YOUTH this 24 day of MAY, 2019.

By: 
Name: W. DAVID WALKER
Title: COO / TRAINING DIR.

Executed by AGENCY this ____ day of _____, 2019.

LANCASTER COUNTY BOARD OF COMMISSIONERS, LANCASTER COUNTY, NEBRASKA

APPROVED as to form this ____ day of _____, 2019.

Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

Subaward and Subrecipient Information

Federal Awarding Agency	Nebraska Department of Health and Human Services
Pass-through Entity (“The Sponsor”)	Lancaster County, Nebraska- Lincoln/Lancaster County Human Services
Awarding Official	Lancaster County Board of Commissioners 555 South 10 th Street, Room 110 Lincoln, NE 68508
Subrecipient Name (“Grantee”) Unique Entity Identifier	Strategies for Youth, Inc. 27-1389973
Federal Award Date	October 24, 2018
Period of Performance	January 1 2019 to August 31, 2020
Amount	\$30,000
Federal Award Description	Train Officers under the Policing the Teen Brain in Schools training program
Federal Award Identification Number	OG1901NEBSDD
CFDA Number and Name	93.630
R&D	No
Indirect cost rate for the award	Not applicable
Federally recognized indirect cost rate	Not applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (ST) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Ruth Leber PHONE (A/C, No, Ext): 401-435-3600 E-MAIL ADDRESS: rleber@starshep.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Strategies for Youth, Inc. PO Box 390174 Cambridge, MA 02139	INSURER A : Philadelphia Ins. Cos.	NAIC # 18058
	INSURER B : The Hartford	NAIC # 30147
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per written contract on agreement GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1862507	09/22/2018	09/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02WECCR1679	08/15/2018	08/15/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Lincoln/Lancaster County Human Services is included as Additional Insured ATIMA as respects General Liability coverage. General Liability endorsed to be on a 'Per Project' Basis.

CERTIFICATE HOLDER Lincoln/Lancaster County Human Services Attn. Sarah Hoyle, Dir. 555 South 10th Street Lincoln, NE 68508	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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ACORD™ COMMERCIAL POLICY CHANGE REQUEST

DATE (MM/DD/YY)
06/03/19

PRODUCER PHONE (A/C, No, Ext): 508 347-2616 Starkweather & Shepley (ST) Insurance Corp. of MA Providence, RI 02901-0549		POLICY TYPE PROPERTY INLAND MARINE UMBRELLA	GENERAL LIABILITY AUTO/TRUCKERS WORKERS COMP	COMPANY Hartford Ins Group NAIC CODE: 19682
CODE: AGENCY CUSTOMER ID: 83272	SUB CODE:	ATTENTION:		
INSURED'S NAME Strategies for Youth, Inc.		POLICY NUMBER 02WECAD1BKP	EFFECTIVE DATE OF CHANGE 06/03/19	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) PO Box 390174 Cambridge, MA 02139		POLICY INCEPTION DATE 02/12/19	POLICY EXPIRATION DATE 02/12/20	
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.				

PREMISES INFORMATION						ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4			CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
					<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)						ADD	CHANGE	DELETE
LOC #	BLD #							

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
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15 MILES OR OVER	FARM	SERVICE	NO FAULT	UNINS MOTOR		FTW	COLL	\$		\$	COLL
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
UNDER 15 MILES	PLEASURE	RETAIL	LIAB NO FAULT	MED PAY UNINS MOTOR		FT	COMP	AA	ST AMT	\$	\$
15 MILES OR OVER	FARM	SERVICE	NO FAULT	UNINS MOTOR		FTW	COLL	\$		\$	COLL
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

WORKERS COMPENSATION RATING INFORMATION							
TYPE OF CHANGE	STATE	LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ESTIMATED ANNUAL REMUNERATION
A	NE		8868		SCHOOLS		
A	OH		8868		SCHOOLS- 2079 East 9th St Cleveland OH 44106		2,000

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD _____ CHANGE _____ DELETE _____

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	PLUMBING, YR: _____ HEATING, YR: _____ OTHER: _____		OTHER OCCUPANCIES			
WIRING, YR: _____						
ROOFING, YR: _____						
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE				
BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	EXTENT	GRADE	<input type="checkbox"/> CENTRAL STATION <input type="checkbox"/> WITH KEYS <input type="checkbox"/> CLOCK HOURLY <input type="checkbox"/> LOCAL GONG	
BURGLAR ALARM INSTALLED AND SERVICED BY			#GUARDS/WATCHMEN			
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO₂/Chemical Systems)			FIRE ALARM MANUFACTURER			

INLAND MARINE - SCHEDULED EQUIPMENT		% COINSURANCE:	ADD	CHANGE	DELETE	
#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #/SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS		CHANGE
GENERAL AGGREGATE	\$	EACH OCCURRENCE \$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	FIRE DAMAGE (Any one fire) \$
PERSONAL & ADVERTISING INJURY	\$	MEDICAL EXPENSE (Any one person) \$

GENERAL LIABILITY - SCHEDULE OF HAZARDS						
TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

UMBRELLA		CHANGE
LIMIT OF LIABILITY \$	OTHER (DESCRIBE)	
RETAINED LIMIT \$		

ADDITIONAL INTEREST				ADD	CHANGE	DELETE
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
					PREMISES:	BUILDING:
					VEHICLE:	BOAT:
					SCHEDULED ITEM NUMBER:	
					OTHER	
		ITEM DESCRIPTION:				

ADDITIONAL CHANGES/REMARKS
 Change Description: add OH; NE
 (See attached Additional Changes/Remarks page)

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	PRODUCER'S SIGNATURE
---------------------	----------------------

ADDITIONAL CHANGES/REMARKS (Continued from Page 2)

OHIO - since monopolistic state, needed an associated payroll and location:
payroll estimated \$2k/ address: 2079 East 9th St, Cleveland OH 44106

NEBRASKA- add on IF ANY BASIS

POLICY CHANGE DOCUMENT

POLICY NO.: PHPK1862507

Philadelphia Indemnity Insurance Company | 221 IPNE/Starkweather & Shepley Ins Corp of

NAMED INSURED Strategies for Youth, Inc.

MAILING ADDRESS PO Box 390174
Cambridge, MA 02139-0002

POLICY PERIOD: FROM 09/22/2018 TO 09/22/2019 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 06/03/2019 **CHANGE #** 3 **REVISION #** 3

DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

Added:

Additional Insured
Primary & Non-Contributory
30 Day Notice of Cancellation
Waiver of Transfer of Rights
City of Lincoln/Lincoln Police Department

Additional Insured
Lincoln/Lancaster County Human Services
Form CG2503/Amendment-Aggregate Limits of Insurance (Per Project)

Per attached

Path ID 12847285

Total Annual
Additional/Return Premium \$ 0.00
NO CHANGE

Total Prorate
Additional/Return Premium \$ 0.00
NO CHANGE

COUNTERSIGNED
(Date)

BY
(Authorized Representative)

06/24/2019
Issue Date

POLICY CHANGE DOCUMENT

POLICY NO.: PHPK1862507

Philadelphia Indemnity Insurance Company | 221 IPNE/Starkweather & Shepley Ins Corp of

NAMED INSURED Strategies for Youth, Inc.

MAILING ADDRESS PO Box 390174
Cambridge, MA 02139-0002

POLICY PERIOD: FROM 09/22/2018 TO 09/22/2019 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 06/10/2019 CHANGE # 2 REVISION # 2

DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

ADDED:
Hired and Non-Owned Auto Coverage
Symbols 8, 9

Per attached

Path ID 12857435

Total Annual
Additional/Return Premium \$ 312.00
ADDITIONAL

Total Prorate
Additional/Return Premium \$ 88.00
ADDITIONAL

COUNTERSIGNED
(Date)

BY
(Authorized Representative)

06/11/2019
Issue Date

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Compulsory Bodily Injury		\$ 20,000 each person \$ 40,000 each accident	\$
Personal Injury Protection		\$ 8,000 each person	
LIABILITY INSURANCE			
Optional Bodily Injury		\$ each person \$ each accident	\$
Property Damage (Compulsory Limit \$5,000)		\$ each accident	\$
Liability	08, 09	\$ 1,000,000 each accident	\$ 312.00
Medical Payments		\$ each person	\$
Uninsured Motorists (Compulsory Limits - \$20,000/40,000)		\$ each person \$ each accident	\$
Underinsured Motorists		\$ each person \$ each accident	

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1862507

Additional Insured

City of Lincoln/Lincoln Police
Department
575 S 10th St
Lincoln, NE 68508-2810

CG2026 - General Liability

Additional Insured

Lincoln/Lancaster County Human Services
Attn: Sarah Hoyle, Dir.
555 South 10th Street
Lincoln, NE 68508-2803

CG2026 - General Liability

Philadelphia Indemnity Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
AI	City of Lincoln/Lincoln Police	575 S. 10th St
	Department	Lincoln, NE 68508

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Lincoln/Lincoln Police Department
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Lincoln/Lancaster County Human Services
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Lincoln/Lincoln Police Department

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Loc 1 Bldg 1, 1000 Cambridge St Cambridge MA 02141

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 06/03/2019

Name of Person or Organization (Additional Insured):

City of Lincoln Lincoln Police Department
575 S. 10th St
Lincoln, NE 68508

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.