


**UNIVERSITY OF NEBRASKA-LINCOLN  
FEE FOR SERVICE AGREEMENT**

C-17-0742

		<p align="center"><b>FEE FOR SERVICE AGREEMENT</b></p>	
<p align="center"><b>BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE ST LINCOLN, NE 68583</b></p>		<p>This Agreement sets forth the terms between The Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska-Lincoln having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and the Service Recipient with regard to the performance by the University of the services contemplated herein.</p>	
<p align="center"><b>UNIVERSITY DEPARTMENT: Center on Children, Families, and the Law</b></p>			
<p align="center"><b>SERVICE RECIPIENT INFORMATION</b></p>			
<p><b>SERVICE RECIPIENT NAME:</b></p>		<p><b>SERVICE RECIPIENT ADDRESS:</b></p>	
<p>Lancaster County</p>		<p>555 S. 10<sup>th</sup> St, Ste 107 Lincoln, NE 68508</p>	
<p><b>CONTRACT TOTAL DOLLAR AMOUNT</b></p>		<p><b>TERM START DATE</b></p>	<p><b>TERM END DATE</b></p>
<p>\$5,000</p>		<p>7/01/2017</p>	<p>6/30/2018</p>
<p align="center"><b>NOTICE</b></p>			
<p align="center">Any notice to either party shall be in writing and shall be served in person, by electronic mail or by certified mail, addressed to the following individuals:</p>			
<p><b>TO THE SERVICE RECIPIENT</b></p>		<p><b>TO THE UNL PROJECT COORDINATOR</b></p>	
<p>Contact:</p>		<p>Contact:</p>	
<p>Address:</p>		<p>Address:</p>	
<p>City, State, Zip:</p>		<p>City, State, Zip:</p>	
<p>Phone:</p>		<p>Phone:</p>	
<p>Email:</p>		<p>Email:</p>	
<p><b>TO THE SERVICE RECIPIENT BUSINESS OFFICE</b></p>		<p><b>TO THE UNL BUSINESS OFFICE</b></p>	
<p>Contact: Sara Hoyle</p>		<p>Contact: Jeffrey Chambers</p>	
<p>Address: 555 S. 10<sup>th</sup> St, Ste 107</p>		<p>Address: 206 S. 13<sup>th</sup> St Suite 1000</p>	
<p>City, State, Zip: Lincoln, NE 68508</p>		<p>City, State, Zip: Lincoln, NE 68588-0227</p>	
<p>Phone: 402-441-6868</p>		<p>Phone: (402) 472-9815</p>	
<p>Email: shoyle@lancaster.ne.gov</p>		<p>Email: clewis4@unl.edu</p>	
<p align="center"><b>ACCEPTED</b></p>			
<p>I, as the UNL Project Coordinator, am not working as a consultant for the Service Recipient for the purpose of analyzing the data delivered under this Service Agreement.</p>			
<p align="center"><i>Jeffrey Chambers</i> DocuSigned by: F04B15592959408...</p>		<p align="center"><u>Jeffrey Chambers</u>, UNL Project Coordinator</p>	
<p><b>UNIVERSITY DEPARTMENT HEAD</b></p>			
<p>Signature: <i>Eve Brank</i> DocuSigned by: EB55268AE174432...</p>		<p>Printed Name: Eve Brank</p>	
<p align="center"><b>FULL LEGAL NAME OF THE SERVICE RECIPIENT</b></p>		<p align="center"><b>THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE UNIVERSITY)</b></p>	
<p>Signature:</p>		<p>Signature: <i>Maggie C Witt</i> DocuSigned by: Maggie C Witt</p>	
<p>Printed Name:</p>		<p>Printed Name: Maggie C Witt</p>	
<p>Title:</p>		<p>Title: Director, Procurement Svc</p>	
<p>Date:</p>		<p>Date: 7/30/2017</p>	
<p align="center">I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.</p>			

**UNIVERSITY OF NEBRASKA-LINCOLN  
FEE FOR SERVICE AGREEMENT**

1. **Description of Services.** The University shall render the services and provide the deliverables identified in Exhibit A to this Agreement, attached hereto and incorporated by reference herein (collectively, the "Services"), to the Service Recipient.
2. **Payment.** In full consideration for the Services performed by the University under this Agreement, the Service Recipient shall pay or cause to be paid to the University the sum identified in Exhibit A Section 2 ("Payment Schedule") to this agreement. The University shall invoice the Service Recipient for the sums set forth in Exhibit A on a net 30-day basis on the schedule set forth on Exhibit A. Any amount not received by the due date will be subject to interest on the unpaid principal balance at the rate specified in Neb. Rev. Stat. § 45-104.02, as such rate may from time to time be adjusted.
3. **Term.** The term of the Services to be performed by the University under this Agreement is defined on page one. Time is of the essence in this Agreement. This term may be extended by mutual written agreement of the parties.
4. **Select A. or B. (Please check one)**
  - A. Confidentiality.** To allow for free discussion of the Services, the parties hereto have previously entered into a Non-Disclosure Agreement. A copy of this Non-Disclosure Agreement is attached hereto as Exhibit B to this Agreement. Subject to both parties' duty to comply with the terms and conditions of the Nebraska Public Records Act, Neb. Rev. Stat. §84-712 et. seq., the parties acknowledge and expressly reaffirm their mutual duties of confidentiality as set forth in this Non-Disclosure Agreement.
  - B. Confidentiality.** Unless otherwise required by law, including, but not limited to the Nebraska Public Records Act, Neb. Rev. Stat. §84-712 et. seq., the University will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the University by the Service Recipient that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which: (a) is generally available in the public domain or becomes available to the public through no act of the University; or (b) is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Service Recipient; or (c) is made available to the University as a matter of lawful right by a third party. The University retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Services. The obligations of the University under this Section 4 shall survive and continue for one (1) year after this Agreement ends.
5. **Intellectual Property.** The parties do not anticipate that any potentially patentable discoveries will be first conceived and reduced to practice in the University's performance of the Services ("Inventions"). However, if while performing the Services the University develops an Invention that incorporates or requires use of the materials provided by Service Recipient or Service Recipient's Confidential Information, the University shall promptly notify Service Recipient and all right, title and interest to such Invention shall vest solely and exclusively in Service Recipient. All right, title and interest to any Invention developed by the University while providing the Services that does not incorporate or require use of materials provided by Service Recipient or Service Recipient's Confidential Information shall vest solely and exclusively in the University (e.g., improvements in methodology, processes or equipment that do not incorporate materials provided by Service Recipient or Service Recipient's Confidential Information). The parties shall execute any and all assignments or other documents necessary to effect the foregoing. Service Recipient shall be the sole and exclusive owner of all deliverables generated from the Services (the "Deliverables"). The University may retain a copy of the Deliverables to evidence its fulfillment of its contractual obligations pursuant to this Agreement. The University shall treat the Deliverables as Confidential Information.
6. **Equipment.** Equipment, supplies and materials purchased or produced under this Agreement shall be owned by the University, unless expressly stated otherwise herein.
7. **Publicity and Endorsements.** Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party. In addition, the Service Recipient shall not state or imply in any publication, advertisement, or other medium that the University has approved, endorsed or tested any product or service. In no event shall the University's performance of the Services be considered a test of the effectiveness or the basis for any endorsement of a product or service.
8. **Termination.** Either party may terminate this Agreement for material breach on thirty (30) days written notice, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon termination, the Service Provider shall promptly pay the University for all services rendered and costs incurred up to and including the effective date of termination.
9. **Independent Contractor.** The parties hereto are independent contractors and each shall be solely responsible for maintenance and payment of any and all taxes, insurance, social security deductions and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Recipient is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.
10. **Work Status Verification.** The Service Recipient and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
11. **Liability.** Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.
12. **Representations and Warranties.** THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE DELIVERABLES, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DELIVERABLES. THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY ANY PERSON RESULTING FROM THE SERVICES OR THE USE OF THE DELIVERABLES.
13. **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement (except the payment of money) is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes, fires, floods, inclement weather, acts of God, war, terrorism, civil disturbances or acts of civil or military authorities.

**UNIVERSITY OF NEBRASKA-LINCOLN  
FEE FOR SERVICE AGREEMENT**

- 14. General.** This Agreement is non-assignable and non-transferable. This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party against the other party hereunder shall be in the District Court of Lancaster County, Nebraska. The Service Recipient certifies that he/she is duly authorized to enter into this Agreement and that in doing so, the Service Recipient is not in breach of any agreement or obligation to a third party.
- 15. Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the Service Recipient and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Recipient and an authorized representative of the University.
- 16. Severability.** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.
- 17. Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Recipient agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
- 18. Conflicts of Interest.** Service Recipient certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Recipient cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.
- 19. Logos or University Marks.** The Service Recipient shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any use of a University Mark by The Service Recipient shall be subject to the applicable provisions contained in the University's Board of Regents Policies, the standards established by the University's Identity Standards incorporated by reference herein. Any unauthorized use of University Marks is expressly prohibited.

Marks licensed to Service Recipient by University may be listed in the Description of Services.

Service Recipient shall abide by the following standards regarding its use of the Marks:

Service Recipient shall not have the right to sublicense or otherwise transfer any of the rights granted under this Agreement. The University reserves all rights in the Marks not expressly licensed or granted herein.

Upon expiration or termination of this Agreement for any reason, Service Recipient agrees to immediately cease further use of the Marks and any term confusingly similar thereto, and all rights granted to Service Recipient in this Agreement shall revert to the University.

Service Recipient hereby represents and warrants that it will not use Marks as trademarks, service marks or trade names in connection with any services other than the services contemplated in this Agreement.

Service Recipient acknowledges the University's ownership of and exclusive rights to the Marks. Service Recipient agrees that nothing in this Agreement shall give Service Recipient any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with the terms of this Agreement. Service Recipient agrees that it will not dispute or contest the University's exclusive right and title to the Marks or the validity thereof. Service Recipient agrees that it will not do anything inconsistent with the University's ownership of the Marks, and that all use of the Marks shall inure to the benefit of the University.

Service Recipient agrees that the nature and quality of the services it renders under the Marks and all related advertising, promotional and other related uses of the Marks by Service Recipient shall meet or exceed commonly accepted industry standards. Upon request, Service Recipient agrees to submit to the University representative samples of advertising, promotional, and other materials incorporating the Marks, to verify the quality and nature of use of such materials and the Marks. The University shall notify Service Recipient of disapproval of any submitted materials or use of the Marks within ten (10) days after the University's receipt of such samples, including a reasonable explanation of the reason(s) for disapproval. Any submission which is not explicitly disapproved within the foregoing ten (10) day period shall be deemed disapproved. In any event, approval shall not be unreasonably withheld. Service Recipient will not substantially deviate from the quality standards required by this Agreement. If the University notifies Service Recipient that Service Recipient has deviated from the quality standards required by this Agreement, Service Recipient shall have a reasonable time period not to exceed one (1) month to restore quality to the required standards. If Service Recipient's quality is not restored to the reasonably required standards, the University may terminate this Agreement upon written notice to Service Recipient.

- 20. Compliance.** Service Recipient will comply with all applicable laws, rules, regulations, ordinances and University policies in receiving the Services.

**UNIVERSITY OF NEBRASKA-LINCOLN  
FEE FOR SERVICE AGREEMENT**

**EXHIBIT A**

Section 1 – Description of Services:

University will evaluate the gang prevention and intervention program 'Operation Tipping Point'. The evaluator will consider factors such as recidivism, school attendance/behavior, attendance in program, and gang involvement in evaluating the program. Since an Evidence Based Program is being replicated, the evaluator will also measure program components and structure to insure program fidelity is maintained.

The University will be responsible for attending monthly OTP members meetings to establish and assist in maintaining data collection process that will produce a meaningful evaluation. An interim report will be provided by the contractor by December 31, 2017 with the final report being completed by July 31, 2018.

Section 2 – Payment Schedule:

State Juvenile Services Grant #17-VP-5007 for a total of \$5,000 if funding this evaluation.

**EXHIBIT B**

**Non-Disclosure Agreement**

The University and the County agree that any "Confidential Information" as defined herein shall be handled according to the following terms:

"Confidential Information" hereunder shall mean any materials, written information, and data marked "Confidential" by either party or non-written information and data disclosed by either party that is identified at the time of disclosure to the receiving party as confidential and is reduced to writing and transmitted to the receiving party within thirty (30) days of such non-written disclosure. Each party agrees to use the same degree of care it uses to protect its own Confidential Information and, to the extent permitted by law, to maintain as confidential for a period of three (3) years the Confidential Information. The obligations of confidentiality set forth herein shall not apply to any information which is:

- A. possessed by the receiving party, other than through prior disclosure by the disclosing party, as evidenced by the receiving party's written records and which was not acquired directly from the disclosing party;
- B. in the public knowledge at the time of disclosure;
- C. published or available to the general public after disclosure, otherwise than through a breach of this Agreement;
- D. obtained by the receiving party from a third party with a valid right to disclose such information, provided that said third party is not under a confidentiality obligation to the disclosing party or any other third party;
- E. independently developed by the receiving party without reference to the disclosing party's Confidential Information as shown by the receiving party's written records; or
- F. required to be disclosed by legal process, or subject to the obligations of the University pursuant to the provisions of the Nebraska Public Records Act, Neb. Rev. Stat. §84-712 et.seq.