

AGREEMENT

THIS AGREEMENT is entered into by and between Soval Solutions, LLC, hereinafter referred to as the “the Contractor”, and the County of Lancaster, Nebraska, hereinafter referred to as “the County”. Collectively the County and the Contractor may be referred to as “Parties”, and individually each may be referred to as a “Party”.

WHEREAS, the County is desirous of professional consulting services to evaluate Lancaster County Community Corrections’ Supervised Sentence Conversion Reentry Program; and

WHEREAS, the Contractor is qualified with the necessary skills, expertise and experience to meet those needs;

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

1) Length. The Term of this Agreement shall be from October 1, 2017, through September 30, 2020. For purposes of this Agreement, Contract Year shall mean each twelve-month period from October 1 through September 30 during the Term of this Agreement, which shall consist of the 2017 Contract Year (October 1, 2017, through September 30, 2018), 2018 Contract Year (October 1, 2018, through September 30, 2019), and the 2019 Contract Year (October 1, 2019, through September 30, 2020).

2) Purpose. The purpose of this Agreement is for Contractor to evaluate Lancaster County Community Corrections’ Supervised Sentence Conversion Reentry Program.

3) Contractor Responsibilities. The Contractor shall provide the services and duties as outlined in Attachment “A”, attached hereto and made a part hereof by this reference.

4) County Responsibilities. The County shall obtain and provide to Contractor data and information required by Contractor to perform Contractor’s services and duties outlined in Attachment A.

5) Compensation. The County shall pay the Contractor Ninety Dollars (\$90.00) per hour of work performed pursuant to this Agreement. Contractor’s total amount of compensation shall not exceed:

\$35,000.00 during the 2017 Contract Year;
 \$17,500.00 during the 2018 Contract Year;
 \$17,500.00 during the 2019 Contract Year.

In addition, Contractor’s total amount of compensation shall not exceed \$70,000.00 during the Term of the Agreement.

Within 30 days after the conclusion of a quarter during the Term of this Agreement,

Contractor shall submit a detailed quarterly invoice to the County for the costs described above by delivering it to the Lancaster County Department of Community Corrections, 605 N. 10th Street, Suite B131, Lincoln, NE 68508. For purposes of this Agreement, a "quarter" shall mean each period of three consecutive calendar months during the Term of this Agreement ending on December 31, March 31, June 30 and September 30.

Invoices for work performed pursuant to the Agreement shall contain at a minimum the following information: a) date services were provided, b) the name of the Contractor's employee who performed the services, c) the duration of services, d) the nature of services, e) the location of services, f) the hourly rate charged for the services, g) the extended charge for services at the indicated hourly rate, and h) a grand total of hours and charges for services.

The Contractor shall provide services to the County in accordance with Attachment "A". The Contractor agrees that it shall not be paid until Contractor has provided to County the services described in Attachment "A". The Parties agree that compensation is not, nor shall it be deemed, a retainer.

Payments will be disbursed once the Contractor has provided the Department of Community Corrections with all work product containing the information described in Attachment "A" ("Deliverables") and a detailed invoice documenting that services have been provided pursuant to this Agreement. The Contractor agrees that it shall not be paid until: services have been provided to County; County accepts the Deliverables; and the County confirms the completion of those services.

It is understood and agreed that the amount stated above shall represent total reimbursement for the services provided under the terms of this Agreement. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

6) Confidentiality. Except as otherwise provided herein, Contractor agrees to keep confidential all Deliverables and all technical, product, business, financial, personal, and other information regarding the business and the software programs of County and/or or County's contractors (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs documentation, marketing plans, customer identity, business methods, criminal justice records, and any other personally identifying information.

a) Contractor shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. Contractor's protections and safeguards shall not be less stringent than those that are employed, or should reasonably be employed, by Service Provider in protecting its own information of the same type as the Confidential Information.

b) Contractor agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights of County and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

c) The provisions of this Section 6 shall survive termination or expiration of this Agreement. County shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

7) Ownership. Contractor agrees that all Deliverables developed during hours billed to County are works made for hire and shall belong exclusively to County and no rights thereto shall accrue in any manner to Contractor, except as provided in this Section 7. In addition, County shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the Deliverables, except to the extent provided in this Section 7. Contractor does not have the right to use any Deliverables if Contractor is not performing such services on behalf of County, except as provided in this Section 7.

County hereby permits Contractor a license in the Deliverables for the sole purpose of publishing a study in a peer-reviewed journal, and for no other purpose whatsoever. Contractor shall remove all identifying information from the data, and Candidate shall not publish any identifying information. Contractor shall not name Lancaster County or any of its agencies, employees, officers, volunteers, clients, inmates, probationers, divertees, or recipients of services in Contractor's study. Prior to publication, names and identifying numbers of subjects shall be destroyed or otherwise separated from the data. Contractor shall provide to County an electronic draft copy of the study prior to its dissemination or publication, and Contractor agrees that, prior to publication, Contractor shall provide County sufficient time prior to publication for County to pursue a protective order or other remedy, at County's sole cost and expense. Contractor agrees that no research findings, information, or data collected or obtained through this study shall be used in any legal proceeding against the County. The Receiving Party acknowledges and agrees that due to the unique nature of the Deliverables, there can be no adequate remedy at law for any breach of Contractor's obligations pursuant to Sections 6 and 7 of this Agreement, which breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof with respect to Sections 6 or 7 of this Agreement, the County shall be entitled to seek injunctive relief and appropriate equitable relief (without the requirement of posting a bond) in addition to whatever remedies it might have at law.

8) Warranties of Contractor. Contractor warrants that all Deliverables shall be the original work product of Contractor and will not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe any copyrights, patents, trade secrets, or other proprietary rights of a third party. Contractor warrants that the Services shall be performed in a workmanlike and professional manner. Contractor warrants that all employees assigned to perform work under this Agreement shall have a level of skill and experience commensurate with the requirements of the task to which such employee is required to perform.

9) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

10) Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without such written permission shall be absolutely void.

11) Hold Harmless. Each Party agrees to indemnify 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. 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.

12) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13) Equal Employment Opportunity. Contractor agrees that in providing services pursuant to this Agreement, it 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.

14) Termination. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. Should Contractor breach this agreement, County will notify the Contractor of the breach in writing and the Contractor will have fifteen days to cure. If the breach is not cured within fifteen days of notice, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor. Upon completion, termination, or expiration of this Agreement, Contractor shall deliver to County all copies of all Deliverables in their then current form or state, whether complete or incomplete, and return to County all applicable Confidential Information.

15) Governing Law. The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this Agreement. The Parties further agree that they shall be subject to the jurisdiction of the State of Nebraska.

16) E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor 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. Contractor 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.D.A. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

17) Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

18) Entire Agreement. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Agreement whether verbal or written. No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

EXECUTED this 18th day of October, 2017, by the Contractor.

By:  _____

Name: Mitchel N. Herian

Title: Owner, Soval Solutions

EXECUTED this ____ day of _____, 2017, by the County.

APPROVED AS TO FORM
this ____ day of _____, 2017.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

By: _____
Todd Wiltgen, Chair
Lancaster County Board of
County Commissioners

Attachment A

Soval Solutions will serve as the research partner for the project. Soval will assist in six key ways.

- First, Dr. Herian will help to finalize the strategic plan. This will be done through regular meetings with key personnel and other relevant stakeholders to ensure that the reentry program is designed so that it can be properly evaluated. As part of the strategic plan, Dr. Herian will begin to collect and analyze data on prospective program participants, as determined by eligibility criteria. During this time, Dr. Herian will coordinate with staff and database administrators to identify relevant variables and data sources for future analyses.
- Second, he will work ensure the proper collection and analysis of data, by coordinating with the Lancaster County Community Corrections database administrator to identify the relevant administrative variables to be collected and extracted. Much of the data to be collected will be derived from CJIS, NCJIS, and JUSTICE. As noted, the data collection plan will largely be coordinated during the strategic planning portion of the project. Data collection strategies will be refined as the program is rolled out and evaluation begins.
- Third, Dr. Herian will work with to establish baseline recidivism rates at the Lincoln Correctional Center. This will be done by working with database administrators to extract recidivism data from previous calendar years through the CJIS and NCJIS databases. Already, investigators have conducted some of this work; baseline recidivism rates will be established during the strategic planning portion of the study.
- Fourth, Dr. Herian will work with Lancaster County Community Corrections to forecast eligible program participant flow. This will be accomplished by utilizing Lancaster County Community Correction's Case Management software to identify program participants and track them over the life of the project. The requested funds allow the team to deliver the reentry program the first 50 eligible inmates that are released from LCC upon the commencement of the reentry program. Though we will not have the resources to serve the next 50 eligible inmates to be released from LCC, it will be possible to use this cohort of 50 inmates as an effective control group to evaluate program effectiveness. Based on historical data, we are confident that a sufficient number of eligible inmates will cycle through LCC during the project. We will, of course, track the participation rate over time to ensure a sufficient number of program participants. If it does appear that we will not achieve desired sample size, we may amend eligibility criteria.
- Fifth, Dr. Herian will monitor and evaluate performance of the reentry program. The evaluation design will allow investigators to constantly assess the effectiveness of the reentry program by tracking recidivism over time. This will likely be done using chi-square tests and/or logistic regression techniques to identify the factors most closely associated with recidivism among program participants. The approach will also allow investigators to assess recidivism for particular subsets of program participants, and assess whether changes to the program might need to be made in order to address limitations. Similar statistical approaches will be used to compare the 50 program participants to the 50 individuals in the control condition.
- Finally, Dr. Herian will be involved in providing a final analysis and report. He will work with other project personnel to identify the key findings, as well as the key strengths and limitations of the reentry program. As part of this, he will work with stakeholders to identify a sustainability plan to ensure the re-entry program's success after the BJA grant has ended.