

## AGREEMENT

THIS AGREEMENT is entered into by and between the Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln's, Law-Psychology Program (hereinafter referred to as "the School" or "School") and the County of Lancaster, Nebraska, on behalf of Human Services, (hereinafter referred to as "the County" or "County"). Collectively the County and the School may be referred to as "the Parties."

WHEREAS, the County owns and maintains Human Services located in Lancaster County, Nebraska, for which it desires to contract for research of juvenile justice and general assistance; and

WHEREAS, the School currently operates a Law-Psychology Program, for which it desires to obtain the permission of the County to further the research, analysis and educational opportunities the School's students can receive toward their educational objectives; and

WHEREAS, the County is willing to provide Human Services as a site to assist the School's students by providing students such research, analysis and educational opportunities; and

WHEREAS the Parties desire to reduce their understanding to writing;

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

1. Purpose. The Parties enter into this Agreement to grant permission to the School to further their research, analysis and educational opportunities at Human Services. The purpose is further defined in the Scope of Services (Attachment A) of this contract.
2. Term. The term of this Agreement shall be for one (1) year beginning September 1, 2018 and ending August 31, 2019. Following the conclusion of the Initial Term, the Parties may renew this Agreement for two (2) additional one (1) year periods by mutual written agreement. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.
3. Payment. The County will pay the University \$30,000 per year for the intern(s) and oversight of evaluations under this Agreement. The University agrees to pay the Actual Costs of providing the intern(s). Actual costs include employee benefits. Employees of the University hired under this Agreement shall not be considered employees of the County and shall not be entitled to any benefits from the County including, but not limited to, overtime, retirement benefits, workers' compensation, or sick leave, or injury.
4. The School shall have the following duties and responsibilities:
  - A. The School shall provide a faculty member or members to serve as liaison(s) with

County personnel. This individual will also oversee and review all research and analysis completed by the intern or interns.

- B. The School shall recruit graduate level student-applicants, collect students' applications, and select qualified student-applicants for assignment to the internship or internships with the County. Selection and assignment of student-applicants shall be subject to the approval of Human Services pursuant to the requirements of this Agreement, which approval shall not be unreasonably withheld.
  - C. Upon request, the School may provide County officials with such student information as permitted by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
5. The County shall have the following rights, duties and responsibilities:
- A. The County shall provide County personnel to serve as liaison(s) with the School's designated faculty liaison(s).
  - B. The County 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.
6. 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 party taking the action to discontinue the student's assignment shall notify the other party about the discontinuance of the student's assignment. Grounds for discontinuing assignment shall include but not be limited to: violation of the County's applicable rules, regulations, policies, and procedures while on County premises; a breach of confidentiality pursuant to Paragraph 7 of this Agreement; and student actions that jeopardize the safety or security of the Juvenile Youth Services Department or the School, the Lancaster County residents, the student or other students, or otherwise put the County, the School, the County or School's staff, the student, or other students at risk.
7. All information regarding clients of Lancaster County is confidential and is the sole property of Lancaster County. The School, its liaisons, and its participating students agree not to disclose or provide information regarding clients to anyone other than employees of the County. No other information is to be disclosed to any party. The School and its participating students agree to comply with all state and federal laws and regulations regarding the confidentiality of health and other information. Student disclosure of confidential information constitutes grounds for discontinuance of the student's internship.
8. This Agreement may be terminated by either party upon sixty (60) days written notice.

10. It is the express intent of the Parties that this contract shall not create an employer-employee relationship and School, or any employee or other person acting on behalf of School in the performance of this Agreement, shall be deemed to be an independent contractor(s) and not employee(s) of the County for any reason or in any manner during the entire term of this Agreement or any renewals thereof. School shall not receive any additional compensation in the form of wages or benefits except as specifically set forth herein. The School 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 School or any such employee of the School as may be engaged in the performance of this Agreement. County shall at all times retain control of all records of the clients being served by Juvenile Youth Services.
11. Neither the School nor the County shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, age, color, religion, sex, national origin, handicap, special disabled veteran status, or Vietnam era veteran status. Both Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
12. 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. 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.
13. 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.
14. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.
15. 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.
16. No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

17. All notices, requests for services or other communications provided under this Agreement shall be in writing and shall be given to County or School at the addresses set forth below or at such other address or facsimile number as they may specify thereafter in writing:

School: University of Nebraska – Lincoln  
Office of Sponsored Research  
151 Prem S. Paul Research Center  
2200 Vine Street  
Lincoln, NE 68583-0861  
Phone: (402) 472- 3171

County: Lancaster County Human Services  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
Phone: (402) 441-4944

AND

Lancaster County Board of Commissioners  
555 South 10<sup>th</sup> 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.

18. 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.
19. The School shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or a self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement. At a minimum, such insurance or self-insurance shall include:
- A. Workers' Compensation Insurance: During the term of this Agreement, School will maintain a policy of Workers' Compensation insurance for its staff members

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.

- B. General Liability Insurance: General liability insurance or self-insurance, including coverage for bodily injury, wrongful death, personal injury, property damage, contractual liability, and products/completed operations liability. The minimum acceptable limits of liability to be provided by such insurance or self-insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

School and its students shall not commence work under this Agreement until School 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. School shall provide Lancaster County thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

EXECUTED this 25<sup>th</sup> day of September, 2018, by the Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln's Law-Psychology Program.

By: Jeanne Wicks  
Jeanne Wicks  
Director  
Office of Sponsored Research

Date: 9/25/18

By: Richard Wiener, PhD  
Richard Wiener  
Project Coordinator  
Law- Psychology Program

Date: Sept. 25, 2018

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
for PAT CONDON  
Lancaster County Attorney

## **ATTACHMENT A**

### **Scope of Services**

The Law- Psychology Program under the direction of Dr. Richard Wiener will assist the County in data analysis and presentation with regard to its programs of diversion and intervention to youth at risk for entry into the juvenile justice system and youth who are already in that system. The Law- Psychology Program will apply modern data analysis techniques and submit reports of that work to the County. The data will be those that the County have already collected and control. The purpose of this work will be to perform program evaluation analyses for the County and not to conduct and disseminate research. If the results of the work produce work that is of broader interest, the County and the Law- Psychology Program may choose to move forward with broader dissemination in scholarly outlets with agreement of both Parties. Nonetheless, the purpose of the current work will be program evaluation and not research. When and if the findings become of sufficient interest for broader dissemination, the Law -Psychology Program will treat the results as archival findings and move forward as is normally the case for these types of investigations.

# CERTIFICATE OF INSURANCE

DATE 9/14/2018

**PRODUCER**  
 BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA  
 3835 HOLDREGE  
 LINCOLN NE 68583

**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.**

**INSURERS AFFORDING COVERAGE**

<b>INSURED</b> BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583	INSURER A: Self Insured Trust Agreement INSURER B: INSURER C: INSURER D: INSURER E:
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**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC	SELF INSURED TRUST	7/1/2018	6/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON - OWNED AUTOS	SELF INSURED TRUST	7/1/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea Occurrence) \$1,000,000 BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				Auto Only - Ea Accident Other than Auto Only: EA ACC AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	As required by State of Nebraska statute.	7/1/2018	6/30/2019	WC STATUTORY LIMITS State required OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of insurance for the University of Nebraska, Lincoln.

**CERTIFICATE HOLDER**

**CANCELLATION**

Lancaster County 575 S 10th Street Lincoln, NE 68508	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: Christopher J. Kabourek <div style="text-align: right; margin-top: 20px;"> </div>
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September 19, 2018

Lancaster County Human Services  
555 S 10<sup>th</sup> Street, Suite 107  
Lincoln, NE 68508

Re: Coverage for University of Nebraska

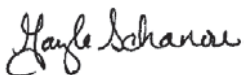
Dear Sir or Madam:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has excess general liability insurance policy with a limit of \$10,000,000 per occurrence with a \$10,000,000 annual aggregate.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act.

Sincerely,



Gayle M Schanou  
Director, Risk Management and Benefits