

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, on behalf of the Lancaster County Public Defender’s Office, 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 the Lancaster County Public Defender’s Office Social Worker initiative; 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 January 1, 2019, through December 31, 2019.

2) Purpose. The purpose of this Agreement is for Contractor to evaluate the Lancaster County Public Defender’s Office Social Worker initiative. The primary purpose of the analysis will be to determine whether defendants with a Social Worker presence experience “better” outcomes than comparable defendants without the assistance of a social worker. Measures of recidivism and other primary outcomes of interest will be examined.

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 (\$90.00) Dollars per hour of work performed pursuant to this Agreement. The work will take an estimated 150-200 hours to complete.

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. For purposes of this Agreement, a “quarter” shall mean each period of three consecutive calendar months during the Term of this Agreement ending on March 31, June 30, September 30 and December 31.

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.

Payments will be disbursed once the Contractor has provided the County 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. The Parties agree that compensation is not, nor shall it be deemed, a retainer.

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 for its employees, 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. Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This Section 8 will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

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.

19) Notice.

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

EXECUTED this 5th day of December, 2018, by the Contractor.

By:  _____

Name: Mitchel Herian

Title: Owner, Soval Solutions

EXECUTED this _____ day of _____, 2018, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2018

Deputy County Attorney for
PAT CONDON, County Attorney

Attachment A

Soval Solutions, LLC will assist in the evaluation of the Lancaster County Public Defender's Office Social Worker initiative. The evaluation will involve several components.

- The primary purpose of the analysis will be to determine whether defendants with a Social Worker presence experience "better" outcomes than comparable defendants without the assistance of a social worker. Measures of recidivism and other primary outcomes of interest will be examined.
- To test the effectiveness of the program, analysts will define recidivism, and determine the proper method to count jail-days saved.
- Defendants with the assistance of a social worker will be compared to two possible groups. First, outcomes for defendants would be compared to the outcomes for a similar set of defendants (based on charge and criminal history) by tracking both groups over the course of time. Second, outcomes for defendants with social worker assistance can be compared to historical cases without social worker assistance to determine whether outcomes differ between the two groups. If applicable, the contractor will request data necessary to utilize Propensity Score Matching techniques.
- Soval Solutions will work with the Public Defender's Office to identify relevant cases. Relevant cases will be defined as those on which the Social Worker spent a substantial amount of time finding resources for a defendant, connecting defendant with resources, and/or making sentencing recommendations.
- Soval Solutions will work with the Public Defender's Offices to identify those case where Lancaster County Community Corrections also has contact with the defendant. In such cases, Soval Solutions will account for the fact that Community Corrections is also providing services to the defendant.
- Soval Solutions will work ensure the proper collection and analysis of data. Data sources may include CJIS, NCJIS, and JUSTICE, as well as Public Defender data.

It is estimated that the analysis would take 150-200 hours over the course of one year. Soval Solutions will bill at a rate of \$90/hour.