

## AGREEMENT

THIS AGREEMENT is made and entered into by and between Released and Restored, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." The Contractor and the County individually may be referred to as a "Party," and collectively as "Parties."

WHEREAS, the County desires to contract for professional services to provide Job Readiness/Life Skills classes, hereinafter referred to as "Classes," to inmates in the custody of the Lancaster County Department of Corrections; and

WHEREAS, the Contractor is qualified with the necessary skills and experience to meet the needs of the County and to provide Classes covering topics/content as agreed to by the Parties, which shall include, but not be limited to the topics/content as provided in Attachment "A," attached hereto and incorporated by this reference;

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

- 1) The Term of this Agreement shall be from January 1, 2019, through December 31, 2019, unless terminated by either Party pursuant to Paragraph 11 of this agreement.
- 2) The purpose of this Agreement is to provide job readiness and life skills Classes for inmates in the custody of the Lancaster County Department of Corrections.
- 3) The Contractor shall provide the following services and duties:
  - (a) Contractor will present content from the Job Readiness/Life Skills program, as described in Attachment "A" to inmates at Lancaster County Adult Detention Facility a total of eight (8) times during the Term. Programs will begin on the following dates: February 5, 2019, March 5, 2019, April 2, 2019, May 7, 2019, August 6, 2019, September 3, 2019, October 1, 2019, and October 31, 2019 (Attachment "B").
  - (b) Each Program shall consist of eight (8) one and one-half (1.5) hour Classes. Contractor will conduct the Classes two days per week for four consecutive weeks.
  - (c) The number of students attending each Class will be determined by an inmate sign-in sheet for each class. County staff will attempt to recruit and sign up twelve (12) students to start each program offered. It is understood that Classes will alternate between all male and all female. No mixed gender classes will be offered.
  - (d) Contractor agrees that Contractor will reschedule any cancelled Class(es).

- (e) Contractor will assure that students abide by the rules of the program as follows: (1) no absences are allowed (unless the facility is on lockdown, in which case, the Class will be rescheduled); (2) no tardiness (unless the facility is on lockdown); (3) completion of assigned homework; (4) active participation during classes; (5) appropriate attire; (6) appropriate behavior in conformity with the rules of conduct outlined in the Inmate Handbook.
  - (f) Contractor will provide students completing all classes with a Certificate of Completion, to include a personal reference from the Contractor. The reference shall be valid for three months from the date it was issued.
- 4) Compensation: The County shall pay the Contractor as follows:
- (a) On and after February 5, 2019, the County shall pay a minimum of One Thousand One Hundred Eighty Dollars (\$1,180.00) per eight-Class Program, which represents the expense for five (5) students at \$236.00 per student. The Contractor will be paid \$29.50 per student per class for each student in excess of five (5) students for classes beginning on or after February 5, 2019. The number of students at each class will be determined as stated in Section (3)(c) of this Agreement.
  - (b) No later than fifteen (15) days after the completion of the eighth Class of each Program offered, Contractor shall provide County an invoice for Classes taught during that Program. Payment will be made to the Contractor within 30 days of receipt of the invoice for Classes. Payment shall be made only for services actually rendered under 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.

5) 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.

6) Assignment: Contractor shall not assign its duties and responsibilities under this

Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

7) 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 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.

8) Severability: If any portion of the 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.

9) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

10) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

11) Termination: This Agreement may be terminated at any time by either Party giving fifteen (15) days written notice. Should the Contractor breach this Agreement, the county will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor.

12) Communication: All notices, requests for service, or other communications provided under this Agreement shall be in writing and shall be given to the Lancaster County Department of Corrections or the Contractor at the address set forth below, or such other address as may be specified hereafter in writing:

Attn: Brenda Fisher, Programs Director  
Lancaster County Department of Corrections  
605 South 10<sup>th</sup> Street  
Lincoln, NE 68508

Attn: Ruth Karlsson, Executive Director  
Released and Restored  
PO Box 22962  
Lincoln, NE 68542

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 Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand, or by facsimile transmission. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or facsimile transmission or three days after having been deposited in the United States Post Office as described above.

13) Insurance: The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

Workers' Compensation Insurance: The Contractor 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. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor 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 Contract.

General Liability Insurance: The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. 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 and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

Automobile Liability: The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy. Said insurance shall be written on an **OCCURRENCE**

basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall 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, the Contractor 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.

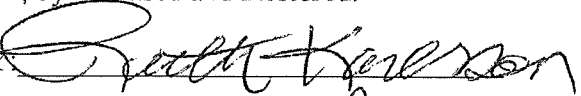
Nothing contained in this Paragraph or other Paragraphs of this Agreement shall be construed to waive the Sovereign Immunity of the County.

14) Employee Verification: 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.C.A § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

15) 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.

16) Integration: This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

EXECUTED this 3rd day of DECEMBER, 2018, by Released and Restored.

BY:   
TITLE: EXECUTIVE DIRECTOR

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

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Deputy County Attorney for  
PAT CONDON, County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Jobs Readiness/Life Skills – Syllabus

### WEEK 1 - Lessons 1 & 2

#### Lesson 1

Objective – Participants will list and discuss their strengths and limitations, and how each is applicable to the employment search. Participants will examine and discuss job requirements as stated in job descriptions of employers.

#### Lesson 2

Objective – Participants will list and discuss various places to obtain information about employment.

### WEEK 2 - Lessons 3 & 4

#### Lesson 3

Objective – Participants will complete an application for a job and write steps for successful job hunting.

#### Lesson 4

Objective 1 – Participants will discuss and write characteristics of a good interview.  
Objective 2 – Participants will critique a role play situation and list features of the interviews they have witnessed.

### WEEK 3

#### Lesson 5 – The Interview

Objective – participants will be interviewed by facilitator who has previous hiring experience.

### WEEK 4 - Lessons 6-8

#### Lesson 6

Objective – participants will learn to discern the differences between wants and needs when making a budget.

#### Lesson 7

Objective – participants will create a budget using amounts provided.

### **Lesson 8**

Objective – participants will provide examples of techniques that facilitate appropriate money management.

### **WEEK 5 - Lessons 9 & 10**

#### **Lesson 9**

Objective – participants will practice writing and recording checks and the necessity of keeping a checking account balanced.

#### **Lesson 10**

Objective – participants will discuss goal setting and the benefits of a long-term savings plan.

### **WEEK 6 - Lesson 11**

Objective 1 - participants will learn about payday lending schemes and how to avoid them.

Objective 2 – participants will learn landlord/tenant requirements.

### **WEEK 7 - Lessons 12-14**

#### **Lesson 12**

Objective 1 – participants will discuss healthy eating habits and the long-term effects of healthy and unhealthy eating choices.

Objective 2 – participants will learn where free or affordable health care may be obtained.

#### **Lesson 13**

Objective – participants will discuss the importance of hygiene and personal appearance in general and in job searching specifically.

#### **Lesson 14**

Objective – participants will discuss self control, and participate in and critique various role play situations.

### **WEEK 8 – Culmination and graduation**

Objective – participants will write a synopsis of lessons learned throughout the course and celebrate successful completion.



## JRLS at ADF 2019 Cohort Start /End Dates

Cohort	Beginning Dates	End Dates
Cohort 1	02/05/19	03/01/19
Cohort 2	03/05/19	03/29/19
Cohort 3	04/02/19	04/26/19
Cohort 4	05/07/19	05/31/19
Cohort 5	08/06/19	08/30/19
Cohort 6	09/03/19	09/27/19
Cohort 7	10/01/19	10/25/19
Cohort 8	10/29/19	11/22/19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2018

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 rights to the certificate holder in lieu of such endorsement(s).

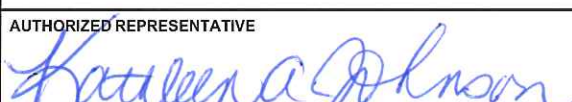
<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	<b>CONTACT NAME:</b> Kathleen A Johnson <b>PHONE (A/C, No. Ext):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com	<b>FAX (A/C, No):</b> 855-264-2329
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RELEASED AND RESTORED INC  2400 S 11TH ST  LINCOLN NE 68502-2299	<b>INSURER A:</b> Church Mutual Insurance Company	<b>NAIC #</b> 18767
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0224116-02-076642	02/07/2018	02/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of liability insurance for participation in programming during the policy period at Lancaster County Correctional Facility, 575 S 10th St., Lancaster, NE 68508. Commercial General Liability Additional insured = City of Lincoln and/or Lancaster County, and/or City of Lincoln/Lancaster County Public Building Commission subject to the coverage provided by the referenced policy. SAAP 542 A 2014

<b>CERTIFICATE HOLDER</b>  Lancaster County 575 S 10th St  Lancaster NE 68508-2810	<b>CANCELLATION</b>  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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION  
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name:	City of Lincoln and/or Lancaster County, and/or City of Lincoln/Lancaster County Public Building Commission	
Address:	575 S 10th St	
	Lancaster City	NE State
		68508-2810 Zip
Activity:	Participation in programming	
Date(s):	Policy number 0224116-02-076642 February 7, 2018 to February 7, 2021	

**A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY**

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

