

RESEARCH SERVICES AGREEMENT

This Research Services Agreement (the “Agreement”) is made on this _____ day of _____, 2024 by and between Applied Research Services, Inc. (hereinafter referred to as CONTRACTOR) and the HALL COUNTY BOARD OF COMMISSIONERS (herein referred to as the CLIENT), whose principal place of business is located at 2875 Browns Bridge Road, Gainesville, Georgia, 30504. CLIENT and CONTRACTOR are sometimes referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, CLIENT desires that the CONTRACTOR pursue certain research services relating to CLIENT’s Reentry Accountability Courts Transition (“REACT”) program, operating within CLIENT’s Hall County Correctional Institution; and

WHEREAS, CLIENT desires to develop an understanding of the impact of the REACT Program participants; and

WHEREAS, CONTRACTOR is in the business of conducting and performing research services within correctional facilities to analyze REACT program recidivism rates, and

WHEREAS, CONTRACTOR desires to conduct and perform the research services for CLIENT pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties here to agree to the following:

1. Research Project Services: the CONTRACTOR agrees to perform the following research services (the “Services”) for CLIENT:

CONTRACTOR shall perform the work described in the attached “Scope of Work” identified as “Exhibit 1”.

In order for CONTRACTOR to perform the Services required under this Agreement, CLIENT shall provide all of its jail and REACT Program data to CONTRACTOR in a timely manner as required to satisfy the research objectives described in “Exhibit 1”.

2. Contract Term: The term of this Agreement shall be four (4) months with a commencement date of July 1, 2024 (“Project Commencement Date”) and a completion date of no later than October 31, 2024 (“Completion Date”). The completion date will be subject to extension only by mutual written agreement of the parties.
3. Compensation: CLIENT shall pay CONTRACTOR total compensation of \$50,000 (“Compensation”) which shall be paid in one lump sum payment no later than thirty (30) days after CONTRACTOR submits its final report to the CLIENT’s designated client contact, Walt Davis. CLIENT can terminate this Agreement provided CLIENT has given written notice to CONTRACTOR no less than thirty (30) days before the Project Commencement Date. If CLIENT attempts to terminate this Agreement less than

thirty (30) days before the Project Commencement Date and CONTRACTOR has already commenced research services in preparation of this Agreement, CLIENT shall be responsible for all costs and fees incurred by CONTRACTOR prior to receipt of notice of termination.

CONTRACTOR shall submit one draft of the final report for review and comment by CLIENT, if requested.

4. Authority and Agency Point of Contact: By signing below, CLIENT represents that it has the authority to enter into this Agreement for Research Services, and that CLIENT has the authority to pay Compensation to Contractor as required under this Agreement. Day-to-day logistics and questions pertinent to this Agreement will be managed by: Warden Walt Davis (individual) at the HALL COUNTY CORRECTIONAL INSTITUTION.
5. Termination:
 - a. *No Fault Termination with Notice*. Either party (CLIENT or CONTRACTOR) may terminate this Agreement prior to the Project Commencement Date provided that the terminating party has provided thirty (30) days advance written notice of termination, If CLIENT has commenced work on the Services required under this Agreement, CLIENT shall pay CONTRACTOR for its time spent performing such Services set forth in the SOW. CONTRACTOR shall be entitled to compensation upon submission of invoices and proper proof of claim until the date of receipt of the Notice of Termination. Contractor shall not continue to perform any of the Services during the thirty (30) days after receipt of the notice unless failure to do so would damage CONTRACTOR or CLIENT.
 - b. *Termination for Cause*. The occurrence of any one or more of the following events shall constitute cause for CLIENT to declare CONTRACTOR in default of its obligations, and no further amounts shall be due to CONTRACTOR:
 - i. CONTRACTOR becomes subject to bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law, including bankruptcy laws, or CONTRACTOR terminates or suspends its business;
 - ii. CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders while performing the Services required under this Agreement thus interfering with CONTRACTOR's ability to perform the Services;
 - iii. CONTRACTOR has knowingly and intentionally engaged in conduct that exposes CLIENT to liability; or

- iv. CONTRACTOR has knowingly and intentionally infringed upon any patent, trademark, copyright, trade dress or any other intellectual property rights of CLIENT.
- c. *Notice of Default.* If CLIENT believes that there is a default event as identified in paragraph 5(b), CLIENT shall provide written notice to CONTRACTOR of its intent to declare the Agreement Terminated for Cause pursuant to paragraph 5(b), and CLIENT shall identify which provision has been breached or violated, and CLIENT shall provide ten (10) days to CONTRACTOR to remedy or explain the alleged violation. If the breach or noncompliance is not remedied within the period of time specified in the written notice, CLIENT may:
 - i. Immediately terminate the Agreement without additional written notice and without payment of Compensation; or
 - ii. Enforce the terms and conditions of the Agreement and pay the Compensation as required.
- d. *Payment Limitation in Event of Termination.* In the event of termination of the Agreement for any reason, CLIENT shall pay only those amounts, if any, due and owing to CONTRACTOR for the Services actually rendered up to the date specified in the notice of termination for which CLIENT is obligated to pay pursuant to the Agreement. Payment will be made only upon submission of invoices and proper proof of CONTRACTOR's claim. CLIENT shall not be liable for any costs incurred by CONTRACTOR in its performance of the Agreement, including, but not limited to, startup costs, overhead, employee expenses, or other costs associated with the performance of the Services set forth in this Agreement.
- e. *CONTRACTOR's Termination Duties.* Upon receipt of notice of termination or upon request of CLIENT, CONTRACTOR shall:
 - i. Cease work under the CONTRACT and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters CLIENT may require;
 - ii. Immediately cease using and return to CLIENT, any personal property or materials, whether tangible or intangible, provided by CLIENT to CONTRACTOR;
 - iii. Comply with CLIENT's instructions for the timely transfer of any active files and work product produced by CONTRACTOR under the Agreement. CLIENT is not entitled, during performance of the

Agreement under Exhibit 1 of after the termination of the CONTRACT, to any data collected from State of Georgia agencies, including but not limited to the Georgia Crime Information Center, the Georgia Department of Corrections, or the Georgia Department of Community Supervision, except for that provided in the final report.

- iv. Cooperate in good faith with CLIENT and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
 - v. Immediately return to CLIENT any payments made by CLIENT for Services that were not delivered or rendered by CONTRACTOR.
6. No Recitals: Each of the Parties agree and understand that all of the terms of this Agreement, including Exhibit “1”, are contractual and not merely recitals.
7. No Reliance: Each of the Parties acknowledge that they have not relied upon any promise, agreement, representation or statement, whether oral or written, that is not expressly set forth in this Agreement.
8. Tax Consequences: The Parties make no representations or warranties regarding this Agreement’s tax consequences, if any, and this Agreement is enforceable regardless of same. The Parties shall be solely responsible for any and all of their own taxes, interest, and/or penalties due and owing, if any, should any aspect of this Agreement be considered taxable to them.
9. Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of law. Any dispute arising from, relating to, or otherwise concerning this Agreement or attached hereto shall be brought in the Superior Court of Hall County, Georgia.
10. No Waiver: No waiver of any provision of this Agreement shall be effective unless made in writing and executed by the Party charged with making the waiver. No waiver of any of this Agreement’s provisions shall be deemed to constitute a waiver of any other provisions, regardless of any similarity between provisions, nor shall any such waiver constitute a continuing waiver, unless expressly designated as such in a writing signed by the Party charged with making the waiver.
11. Fees and Expenses: If any Party is required to commence legal proceedings to enforce the terms of this Agreement in the Superior Court of Hall County, Georgia, because of another party’s alleged breach, then the substantially prevailing party, as determined by the judge then presiding over the case in his or her sole and absolute discretion, shall be entitled to recover its reasonable attorney’s fees and expenses actually incurred in prosecuting or defending the case from the non-prevailing party. Any award of reasonable attorney’s fees and expenses shall be determined solely by the presiding judge in accordance with applicable law.

12. No Modifications: This Agreement may not be amended or modified except in a writing signed by all the Parties.

CONTRACTOR:
Applied Research Services, Inc.

By: _____

Name: John C. Speir, Ph.D

Title: President

Date: _____

**CLIENT: Hall County Board of
Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Georgia Criminal Justice Coordinating Council REACT Program (Reentry Accountability Courts Transition) Evaluation

Scope-of-Work

The following paragraphs describe the work to be undertaken by Applied Research Services, Inc. (ARS) to collect, analyze, and build recidivism reports for Hall County REACT program (Reentry Accountability Courts Transition). This proposal includes collecting, clearing, and distributing participant profiles and recidivism reports for REACT.

The project objective is to analyze REACT graduates' recidivism rates compared to those who did not enter the program. REACT operated a post-prison release (county camps) with extensive services for eligible offenders. REACT focuses on three major components: Education (GED), Vocational skills (Welding), Substance abuse treatment (RSAT), and Employment (Transitional Center). REACT adheres to the following county camp eligibility criteria:

- a. Medium security excludes the most serious violent offenders, sex offenders, and lifers. The only exception is armed robbery towards the later part of their sentence.
- b. No Mental Health issues.
- c. No chronic medical issues that prevent physical labor

Methodology

ARS will obtain REACT data from all program participants who completed the program and participant terminations. In addition to the intervention group, ARS will identify a similar cohort who did not enter REACT. ARS will use GDC releases from county maps to identify the comparison group for those returning to Hall County (specialized methods required).

This method will result in three samples: REACT graduates, terminations, and a statistically matched comparison group. The first step is to eliminate any inmates in the comparison group who do not meet the minimum REACT eligibility requirements. In addition to eligibility requirements, ARS will use Propensity Score Matching (PSM). PSM is a sophisticated statistical technique that assigns a score to each person, which provides the likelihood of a good match between that individual and a member of the REACT intervention group. This method guards against closely matched REACT comparison inmates. In prior Georgia studies (statewide accountability courts), ARS relies on the following in addition to the REACT eligibility requirements:

- GCIC rap sheet criminal history (priors)

- Current offense
- Prior incarcerations
- Sex
- Age
- and other available GDC data.
- Because REACT targets former inmates, ARS has the unique opportunity to use NGA Risk Needs Scores and prison security classification scores in the matching process to provide additional PSM matching factors, thus ensuring ARS compares similarly situated inmates.

This PSM matching is an iterative process requiring many runs to identify the factors that ensure ARS identifies a matched comparison group. Some factors work better than others. After identifying a valid comparison group, ARS will compare recidivism with different post-program recidivism measures.

Phase 1: Data Collection

- A. ARS receives a list of REACT participants, including their GDCID and SID (if available), and any program data assuming it is not protected (HIPPA). ARS can pick up the matching participant characteristics from GDC.
- B. Extract the most current GDC inmate data.
- C. Prepare the GCIC rap sheet data for matching and recidivism.
- D. ARS/CJCC/REACT and further discuss the need for DCS, split supervision data. ARS will study splits to ensure they remain in Georgia. It is impossible to know whether end-of-sentence inmates who do not register a new Georgia arrest still live in Georgia.

Phase 2: Analysis

In the past, ARS has used a suite of measures: new violent, sex, property, drug possession, drug sales, DUI, probation/violation, domestic violence, new felonies or misdemeanors, and time to failure. ARS will analyze the difference in outcome between the intervention and comparison groups using the identified outcome measures. Before undertaking the analysis, ARS, CJCC, and the REACT Director can collaborate on the most appropriate recidivism measures using GCIC rap sheet data (post-supervision arrests).

Phase 3: Preparation of Final Report

ARS will draft a report for the CJCC and REACT Director and make any revisions as necessary.

Timeline: Depending on project start data and acquisition of REACT data, the REACT evaluation will begin on July 1, 2024 with October 1, 2024 set as the contract termination date. The completion date is contingent on timely access to Hall County data.

Total Budget: \$50,000 (based on prior accountability court evaluations)