

STATE OF TEXAS)
)
COUNTY OF EL PASO) **SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“**Agreement**”) is entered into effective as of the 26th day of August 2024 (“**Effective Date**”), between the County of El Paso, Texas, on behalf of the Criminal Justice Coordination Department (“**Sponsor**”), and The University of Texas at El Paso (“**Subrecipient**”), a component institution of The University of Texas System (“**System**”). The Sponsor and Subrecipient may be referred to as a “party” or the “parties.”

RECITALS

WHEREAS, Sponsor and Subrecipient are entering into a Sponsored Research Agreement, effective as of August 5, 2024, to conduct research for the Fiscal Year 2023 U.S. Department of Justice, Bureau of Justice Assistance (BJA) Swift, Certain, and Fair (SCF) Supervision Program: Applying the Principles Behind Project HOPE Grant (Contract No. 2023-0752); and

WHEREAS, the Sponsor will engage the Subrecipient to assist in utilizing the grant funds to carry out a part of the Sponsor’s Federal award and the funds made available for use by the Subrecipient constitute a subaward, the use of which must be in accordance with Federal statutes, regulations, and the terms and conditions of the Sponsor’s Federal award.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

AGREEMENTS

I. RESEARCH PROGRAM.

- a. Subrecipient will use its own facilities and reasonable best efforts to conduct the research program described in the UTEP Scope of Work attached to this Agreement as Exhibit A (the “**Research Program**”) under the oversight of Drs. Guadalupe Corral and Sandra Oviedo Ramirez (“**Research Directors**” or “**Principal Investigator**”), or as mutually agreed to by the parties.
- b. The Research Program shall be carried out during the Term. The parties may extend the Research Program under mutually agreeable terms.
- c. Sponsor understands that Subrecipient’s primary mission is education and advancement of knowledge. The Research Program will be designed to carry out that mission and the manner of performance of the Research Program will be determined by the Principal Investigator. The Subrecipient does not guarantee specific results.
- d. Sponsor understands that Subrecipient may be involved in similar research through other researchers on behalf of itself and others. Subrecipient shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights via this Agreement to other Subrecipient research. Subrecipient agrees and understands that it shall use the funding provided under this Agreement only for the Research Program.
- e. Subrecipient does not guarantee that any intellectual property will result from the Research Program, that any resulting intellectual property will be free of dominance by

other rights, including rights based on inventions made by other inventors in the System independently of the Research Program.

II. TERM AND TERMINATION.

- a. The Term of this Agreement shall commence on the Effective Date and continue in effect until September 30, 2027 (the “**Term**”), unless earlier terminated pursuant to the termination provisions provided below.
- b. Mutual Agreement. This Agreement may be terminated by the mutual written agreement of the parties.
- c. Default. In the event that either party is in default of its material obligations under this Agreement and fails to cure such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day cure period.
- d. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor will pay Subrecipient for all reasonable expenses incurred or committed to be expended up to the termination date.
- e. Any provision of this Agreement which by their nature extend beyond termination shall survive the termination of this Agreement.

III. COMPENSATION.

- a. As consideration for Subrecipient’s performance, Sponsor will compensate Subrecipient an amount equal to its expenditures and reasonable overhead in conducting the Research Program; provided, however, that such compensation will not exceed One Hundred Thousand Fifteen and No/100 Dollars (\$100,015.00). Sponsor will reimburse Subrecipient for allowable expenses after Subrecipient submits a detailed invoice along with supporting documentation no later than the fifteenth (15th) day of each month during the duration of this Agreement or until the committed funds are exhausted, whichever occurs first. Payment will be made to Subrecipient thirty (30) days from the date of receipt of the detailed invoice and supporting documentation.
- b. Sponsor will make payments to Subrecipient, referencing the Research Directors and Research Program, to the following:

The University of Texas at El Paso
Office of Contracts & Grants Accounting Services
Administration Building, Room 200
500 W. University, El Paso, Texas 79968

- c. Sponsor may withhold any payment from the Subrecipient if the County Auditor reasonably believes that Subrecipient has not complied with all obligations under this Agreement or the submitted expenditures are not in accordance with the Research Program or the budget therein, the expenses are not considered allowable expenses under the applicable federal, state, or local law and regulations, or proof of expenses provided by Subrecipient are not adequate. In addition, Subrecipient will repay to Sponsor any amounts received that are later determined to be unallowable expenses.
- d. In the event Subrecipient seeks to modify the budget, Subrecipient must first obtain written Sponsor approval.

IV. AUDIT AND INSPECTION.

Subrecipient will keep all records related to this Agreement for a period of five (5) years after the expiration or termination of the Agreement. Subrecipient will allow Sponsor, the U.S. Department of Justice, Federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement in order to make audits and examinations. Subrecipient will provide copies to the requesting party of any records requested and will allow timely and reasonable access to Subrecipient's personnel. Subrecipient shall maintain appropriate records to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Sponsor under this Agreement. Records maintained by Subrecipient will, at a minimum, identify the supporting identification submitted to Sponsor to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

V. COMMUNICATION AND REPORTS.

- a. Sponsor's designated representative for communications with the Research Directors will be Brittney Gatlin or any other person Sponsor may designate in writing to Subrecipient and the Research Directors ("**Designated Representative**").
- b. The Research Directors shall submit written reports summarizing the work completed each year of the Research Program. The Research Directors shall also submit a comprehensive final report within ninety (90) days after the termination or expiration of the Agreement. Subrecipient's office of accounting will submit a financial report of related Research Program expenses within ninety (90) days after termination or expiration of the Agreement.

VI. PUBLICITY.

Neither party will reference the other in any press release or other oral or written statement in connection with the Research Program and its results intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation. Subrecipient, however, may acknowledge Sponsor's support of the Research Program in scientific or academic publications or communications without Sponsor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

VII. PUBLICATION AND ACADEMIC RIGHTS.

- a. The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, Subrecipient will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor will notify Subrecipient within thirty (30) days of receipt of such materials whether it describes any inventions or discoveries subject to the parties' rights under this Agreement. Subject to applicable confidentiality laws, Subrecipient will have the final authority to determine the scope and content of any publications.
- b. Subrecipient investigators may discuss the Research Program with other investigators for scientific or research purposes but shall not reveal information which is Sponsor's Confidential Information as provided in this Agreement. If any joint inventions result

from such discussion, Subrecipient shall grant Sponsor the rights set forth in this Agreement to the extent they are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). Subrecipient shall, in good faith, exercise reasonable efforts to enable Sponsor to obtain rights to the joint invention.

- c. Subject to applicable confidentiality laws, the Principal Investigator will have the option to publish a version of the final agency report in one or more scholarly refereed journals using the data collection from the project.

VIII. CONFIDENTIAL INFORMATION.

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement (“**Confidential Information**”). Each party will use reasonable efforts to prevent the disclosure of the other party’s Confidential Information to third parties for a period of three (3) years after the termination or expiration of this Agreement; provided that, the recipient party’s obligations shall not apply to information that:
 - i. Is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. Is already in the recipient party’s possession at the time of disclosure;
 - iii. Is or later becomes part of the public domain through no fault of the recipient party;
 - iv. Is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. Is independently developed by the recipient party; or
 - vi. Is required by law or regulation to be disclosed.
- b. In the event that information is required to be disclosed, the party required to make disclosure shall notify the other to allow that party an opportunity to assert applicable exclusions or exemptions that may be available to it.

IX. PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS.

- a. Title to all inventions and discoveries made solely by Subrecipient inventors resulting from the Research Program shall reside in Subrecipient. Title to all inventions and discoveries made solely by Sponsor inventors resulting from the Research Program shall reside in Sponsor. Title to all inventions and discoveries made jointly by Subrecipient and Sponsor inventors resulting from the Research Program shall reside jointly in Subrecipient and Sponsor.
- b. Subrecipient will disclose to Sponsor any inventions or discoveries resulting from the Research Program as soon as possible after creation and reduction to practice. Sponsor will notify Subrecipient within thirty (30) days of receipt of disclosure whether:
 - i. Sponsor desires Subrecipient to file patent applications on any invention in which case Sponsor shall reimburse all Subrecipient patent application filing costs, including those for patentability opinions; or
 - ii. Sponsor desires to use its own patent counsel to file patent applications, in which case, Sponsor shall be directly responsible for patent application filing but will obtain Subrecipient’s approval of counsel and patent applications; or
 - iii. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with Subrecipient’s policies with no further obligation in Sponsor.

- c. With respect to inventions for which Sponsor has agreed to file patent applications or to reimburse Subrecipient's costs for filing patent applications, Subrecipient grants Sponsor an option to negotiate an exclusive or non-exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by Subrecipient and made or conceived and reduced to practice under the Term of this Agreement or within six (6) months thereafter and directly resulting from the Research Program. If Sponsor elects an exclusive license, it will include a right to sublicense with accounting to Subrecipient. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify Subrecipient of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.
- d. If Sponsor and Subrecipient fail to enter into an agreement during that period of time, the rights to such invention or discovery shall be disposed of in accordance with Subrecipient policies with no further obligation to sponsor.
- e. Under Subrecipient policy, Subrecipient investigators own copyright in their scholarly works. Scholarly works resulting from the Research Program are not subject to the terms of this section.

X. INDEPENDENT CONTRACTOR.

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

XI. GENERAL.

- a. Attachments. Exhibit A is incorporated herein and made a part of this Agreement for all purposes.
- b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- c. Entire Agreement. This Agreement constitutes the entire and only agreement between the parties related to the Research Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representative of the parties.
- d. Notices. Any notice required by this Agreement shall be deemed given when personally delivered, emailed, or by prepaid, first class, certified mail, return receipt requested, addressed to the following:

To Subrecipient:

The University of Texas – El Paso
Attn: Dr. Guadalupe Corral, Research Director
500 W. University Ave.
El Paso, Texas 79928
Email: gcorral@utep.edu

To Sponsor:

Criminal Justice Coordination Department
Attn: Catherine Jones
800 East Overland, Suite 406
El Paso, Texas 79901
Email: c.jones@epcountytexas.gov

- e. Governing Law; Venue. Any claim or controversy arising out of this Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of laws principles. Any judicial proceedings filed by either party to enforce the terms of this Agreement shall be held in the appropriate court located in El Paso County, Texas.
- f. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- g. Compliance with Laws. Each party shall comply with all laws, ordinances, regulations, orders, directives, statutes, and other rules of any federal, state or local government bureau or department applicable to the activities hereunder.
- h. Headings. All headings and captions appearing in this Agreement are inserted for purposes of convenience and reference only and shall not be used to construe or interpret any provision of this Agreement.
- i. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term of provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

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

SPONSOR:

By: _____
Ricardo A. Samaniego, County Judge

SUBRECIPIENT:

By: _____
Ahmad Itani, Ph.D., VP for Research

Exhibit A



REAS

Research Evaluation and Assessment Services

Statement of Work

Date: 06/25/2024

Client: Criminal Justice Coordination Department, County of El Paso

Service: Evaluation/Research Services for Swift, Certain and Fair (SCF) Department of Justice (DOJ) Grant

From: Drs. Guadalupe Corral, Director, & Sandra Oviedo Ramirez, Associate Director

Research Evaluation and Assessment Services (REAS), University of Texas at El Paso

Summary

The County of El Paso's Criminal Justice Coordination Department was awarded the Swift, Certain, and Fair (SCF) Grant by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Business of Justice Assistance (BJA) in October 2023. The award is a 4-year project with an anticipated end date of October 2027. The grant requires an evaluation and research component. The Research Evaluation and Assessment Services (REAS) center at the University of Texas at El Paso proposes to conduct the evaluation of the grant and research on the proposed model. REAS will evaluate the effectiveness of the project team in implementing project activities and the progress made each year towards meeting the project's objectives (formative evaluation). REAS will also assess the overall project outcomes (summative evaluation) and answer specific research questions that test the effectiveness of the proposed model during the final year of the grant. Drs. Guadalupe Corral and Sandra Oviedo Ramirez will oversee all evaluation and research activities and ensure that the REAS team conducts all activities in an ethical and responsible manner while adhering to the Criminal Justice Coordination Department's policies and regulations on handling project-related data.

Project Scope:

Table 1 shows a detailed account of the evaluation and research activities and the hours needed to complete each activity by project. Annual reports focusing on the implementation and progress of the project will be provided to the project leadership team in project years 1-3. A summative evaluation report discussing overall outcomes and impact and addressing all research questions will be provided at the end of year 4.

Table 1. Evaluation Activities & Hours by Year

Activities	Hours
Year 1	
Meetings, calls, and email communications project team (to discuss evaluation plan, research questions, surveys, interviews, data collection, analysis, and interim results, etc.)	10
Development of evaluation plan and research questions	40
Training sessions for use of County of El Paso Criminal Justice Department data	16
Review of pre/post-program defendant/participant measures data (SBIRT, interview, pre-surveys), and development of needed measures and interview questions	28

Exhibit A Cont.

IRB protocol development and submission	16
Program participant data gathering, data preparation, and data analysis	30
Interviews (with 3 project team members, 3 partners, and 10 program participants)	32
Interview transcriptions, data coding and analysis	32
Development of annual report & presentation for stakeholders	56
Year 1 Total Hours	260
Year 2	
Meetings, calls, and email communications project team	8
Re-assessment and revision of measures and interview questions as needed	14
IRB protocol continuation reports and any needed amendments	4
Program participant data gathering, data preparation, and data analysis	60
Interviews assessing progress (with 3 project team members, 3 partners, and 10 program participants)	32
Interview transcriptions, data coding and analysis	32
Development of annual report & presentation for stakeholders	50
Year 2 Total Hours	200
Year 3	
Meetings, calls, and email communications project team	8
Re-assessment and revision of measures and interview questions as needed	4
IRB protocol continuation reports and any needed amendments	4
Program participant data gathering, data preparation, and data analysis	60
Interviews assessing progress (with 3 project team members, 3 partners, and 10 program participants)	32
Interview transcriptions, data coding and analysis	32
Development of annual report & presentation for stakeholders	50
Year 3 Total Hours	190
Year 4	
Meetings, calls, and email communications project team	8
IRB protocol continuation report and final close-out of protocol	8
Program participant data gathering, data preparation, and data analysis	80
Final interviews on lessons learned (with 3 project team members and 3 partners)	12
Interview transcriptions, data coding and analysis	12
Development of summative report & final presentation for stakeholders	60
Year 4 Total Hours	180

Exhibit A Cont.

Note that all activities for each year are contingent on the client keeping the REAS team informed of project activities and providing necessary project related information and accessibility to data in a timely manner.

See Table 2 for price of services by year and total cost.

Table 3. Price by Year

Year	Hours	Amount @ \$120.50 Per Hour
1	260	\$31,330
2	200	\$24,100
3	190	\$22,895
4	180	\$21,690
Total	830	\$100,015

Disclaimers:

This price quote is based on expenses and quotes related to the date this estimate was submitted to the Client. These numbers could change based on time and actual costs incurred at the time of the provision of services. Every reasonable effort will be made to provide the stated services, in consultation with project PI's, within the funds allocated. Parameters may be adjusted in consultation with PI as required.

The County of El Paso shall be billed on a monthly basis for the services provided. All invoices will be issued at the end of each month and are due within 30 days of receipt. If services are not performed during a given month, billing may be adjusted to a quarterly basis. Note that A 3% charge will be added to payments made with credit cards.
