

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

This Subrecipient Agreement (“*Agreement*”) is entered into effective as of the 1st day of October 2020 (“*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 entered into a Sponsored Research Agreement, effective as of October 1, 2020 (Contract No. 2021-0639) (the “*Original Agreement*”), to conduct research for the Fiscal Year 2020 U.S. Department of Justice – Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) Innovations in Reentry Initiative: Building System Capacity & Testing Strategies to Reduce Recidivism Grant (Award No. 2020-CZ-BX-0040/Year 2020-2024); and

WHEREAS, the Sponsor has engaged 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; and

WHEREAS, it has been determined that the Original Agreement must be amended to convert the agreement to a subrecipient agreement; and

WHEREAS, the parties desire to amend and restate the Original Agreement as set forth in this Agreement.

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 direction of Dr. Leanne Alarid or, as mutually agreed to by the parties, her successor (the “*Principal Investigator*”).
- 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, 2025 (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 Ninety-Nine Thousand Nine Hundred Fifty-Four and No/100 Dollars (\$99,954.00). 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 Principal Investigator 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 attached to this Agreement as Exhibit B, 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 Principal Investigator will be Elizabeth Williams or any other person Sponsor may designate in writing to Subrecipient and the Principal Investigator ("*Designated Representative*").
- b. The Principal Investigator shall submit written reports summarizing the work completed each year of the Research Program. The Principal Investigator 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 and Exhibit B 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: Raul Chavez, Research Administrator
500 W. University Ave.
El Paso, Texas 79928
Email: rchavez13@utep.edu

To Sponsor: Criminal Justice Coordination Department
Attn: Elizabeth Williams
800 East Overland, Suite 406
El Paso, Texas 79901
Email: ewilliams@epcounty.com

- 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: _____
Robert A. Osegueda, VP for Research

EXHIBIT A

Research Program

Innovations in Reentry Initiative: Building System Capacity and Testing Strategies to Reduce Recidivism CFDA #16.812 (BJA-2020-17281)

UTEP Scope of Work

The evaluation will measure the effectiveness of evidence-based services offered to homeless adult offenders released from county jail. The research design would be a nonequivalent group design composed of a treatment group that receives jail-based reentry services while detained, compared to a control group that receives regular reentry services upon release. My role as research partner is anticipated to include advising on all research methodological issues during the planning phase, conducting data analysis, and writing Deliverable 4 and 5, to include the following activities:

- During the planning phase at Year 1, I will serve as a member of the reentry task force to help identify assets and gaps, assist in developing outcomes, and seek human subjects approval through my University IRB appropriate for the level of data collection and data storage required.
- During Year 2, I will oversee participant enrollment on key characteristics and individual-level data collection; Ensure data quality will allow for valid outcomes and causal evidence; Verify that data protects human subjects and abides by BJA's privacy and confidentiality requirements;
- During Year 3, assist in writing the process evaluation to help produce Deliverable 3;
- In Year 3, conduct multivariate statistical analysis of preliminary outcomes and begin to track treatment and control groups to assess rearrest, reincarceration (Deliverable 4);
- In Year 4, oversee remainder of tracking and outcome data collection. Measure the direction and size of change, and the extent to which a change may be attributed to the intervention, Complete the final process evaluation (Deliverable 5).

Exhibit B

Budget

Research Partner Budget Justification

Year 1: Planning and Reentry Task Force (YR 1 – Oct 2020 to Sept 30, 2021 Subtotal: \$7,850)

University of Texas at El Paso Personnel: Leanne F. Alarid, Lead Project Evaluator

Estimated effort expended during Year 1 – 14 days

Annual salary = \$114,210 / 9 mos = \$12,690 * 2 weeks (0.5) summer month in 2021 = \$6,345

Fringe Benefits: Fringe benefits are calculated at 16.62% of faculty salary plans plus \$900 premium monthly rate. Fringe benefits include: FICA, Medicare, workers compensation, unemployment compensation, health insurance plan for employee/spouse = \$1,505

Year 2: Action Plan/Data Collection (YR 2 Oct 2021 to Sept 30, 2022 Subtotal: \$8,071)

University of Texas at El Paso Personnel: Leanne F. Alarid, Lead Project Evaluator Annual salary in Year 3 assumes a 3% increase over Year 1

Estimated effort expended during Year 2 = 14 days

Annual salary = \$117,636 / 9 mos = \$13,071 * 2 weeks (0.5) summer month in 2022 = \$6,535

Fringe Benefits: Fringe benefits are calculated at 16.62% of faculty salary plus \$900 premium monthly rate. Fringe benefits include: FICA, Medicare, workers compensation, unemployment compensation, health insurance plan for employee/spouse = \$1,536

Year 3: Assist with Preliminary Process Evaluation (Deliverable 3), Data Collection / and Impact Evaluation (Deliverable 4) – (YR 3 Oct 2022 to Sept 30 2023 subtotal: \$33,201)

University of Texas at El Paso Personnel: Leanne F. Alarid, Lead Project Evaluator; Annual salary in Year 3 assumes a 3% increase over Year 2

Estimated effort expended during Year 3 = 60 days

Annual salary = \$121,165 / 9 mos = \$13,463 * 2 summer months in 2022 = \$26,926

Fringe Benefits: Fringe benefits are calculated at 16.62% of faculty salary plus \$900 premium monthly rate. Fringe benefits include: FICA, Medicare, workers compensation, unemployment compensation, health insurance plan for employee/spouse = \$6,275

Year 4: Statistical Analysis and Deliverable 5 Completion (YR 4 Oct 2023 to Sept 30, 2024 Subtotal: \$17,072)

University of Texas at El Paso Personnel: Leanne F. Alarid, Lead Project Evaluator

Annual salary in Year 4 assumes a 3% increase over Year 3

Estimated effort expended during Year 4 = 30 days;

Annual salary = \$124,800 / 9 mos = \$13,867 * 1 summer month in 2023 = \$13,867

Fringe Benefits: Fringe benefits are calculated at 16.62% of faculty salary plus \$900 premium monthly rate. Fringe benefits include: FICA, Medicare, workers compensation, unemployment compensation, health insurance plan for employee/spouse = \$3,205

Total Direct Costs over Years 1, 2, 3, and 4= \$66,194

+ 51% Indirect Cost Rate = \$33,760

Total Budget: \$99,954

Exhibit B Cont.

UNIVERSITY OF TEXAS AT EL PASO											
BUDGET SUMMARY											
PRINCIPAL INVESTIGATOR:		Leanne Alarid									
CO-PRINCIPAL INVESTIGATOR:		(NONE)									
PERIOD:		From 10/1/2020 to 9/30/2024									
TITLE:		Innovations in Reentry Initiative: Building System Capacity and Testing Strategies to Reduce Recidivism									
AGENCY:		EL PASO COUNTY (LOCL)									
		Year 1		Year 2		Year 3		Year 4		Total	
		Wages	Fringe	Wages	Fringe	Wages	Fringe	Wages	Fringe	Wages	Fringe
A SALARIES AND FRINGE											
a. Senior Personnel											
1. Alarid, Leanne											
(Yrs 1,2) 1.0summos@50.0% (Yr 3) 2.0summos@100.0%		6,345	1,505	6,535	1,536	26,926	6,275	13,867	3,205	53,673	12,521
(Yr 4) 1.0summos@100.0%											
SUBTOTAL		6,345	1,505	6,535	1,536	26,926	6,275	13,867	3,205	53,673	12,521
B TOTAL - SALARIES AND FRINGE		6,345	1,505	6,535	1,536	26,926	6,275	13,867	3,205	53,673	12,521
C TOTAL - COMBINED SALARIES AND FRINGE BENEFITS		7,850		8,071		33,201		17,072		66,194	
D EQUIPMENT											
TOTAL - EQUIPMENT		0		0		0		0		0	
E TRAVEL											
TOTAL - TRAVEL		0		0		0		0		0	
F PARTICIPANT SUPPORT COSTS											
TOTAL - PARTICIPANT COST		0		0		0		0		0	
G OTHER DIRECT COSTS											
TOTAL - OTHER DIRECT COSTS		0		0		0		0		0	
H TOTAL DIRECT COSTS		7,850		8,071		33,201		17,072		66,194	
I INDIRECT COSTS		51.0% Modified total direct cost		4,004		4,116		16,933		8,707	
J TOTAL ESTIMATED COSTS		11,854		12,187		50,134		25,779		99,954	
All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.											