

## SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT is made and entered into as of the \_\_\_\_\_, by the County of Durham (“County”) and University of North Carolina at Chapel Hill (“Sub-recipient”), a state institution of higher education, duly authorized to do business in the state of North Carolina.

WHEREAS, the County has applied for and been awarded a grant from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Award Number 2018-RW-BX-0008, authorized under FY18 (BJA – SCA Treatment and Justice Collaboration) 34 USC 60521; Pub. L. No. 115-141, 132 Stat. 348,421; and

WHEREAS, the County wishes to engage the Sub-recipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

Sec. 1. Background and Purpose. Grant funding has been awarded by the Bureau of Justice Assistance to the Criminal Justice Resource Center (CJRC) of Durham County to plan, implement, and evaluate an integrated reentry process for adults with co-occurring substance use and mental illnesses who are exiting the Durham County jail. The integrated reentry model enhances existing jail- and community-based support services and will implement five core components:

- (1) integrated screening and assessment for mental illness and substance use disorders;
- (2) jail- and community-based integrated group treatment modules for adults with serious mental illnesses and co-occurring substance use disorders;
- (3) comprehensive and integrated reentry case planning completed in conjunction with a criminogenic risk assessment tool;
- (4) direct service staff trained in dual disorder motivational interviewing; and
- (5) a warm handoff between reentry program staff and community-based behavioral health treatment providers.

Sec. 2. Term, Services and Scope to be Performed. Presumption that Duty is Sub-recipient's. The term of this contract is from 05/01/2019 to 09/30/2019.

The Sub-recipient shall perform, within the Term of this Subrecipient Agreement, the following Work:

I. Scope of Service.

- A. Activities. CJRC is contracting with the UNC Chapel Hill School of Social Work to conduct the evaluation for the integrated reentry project. Dr. Tonya Van Deinse will serve as the principal investigator for the evaluation contract. In this capacity, Dr. Van Deinse and the research team will be integrated into all of the phases of the project including conducting a process and outcome evaluation, providing assistance with project coordination and management, serving on the Executive Steering Committee, and conducting other analyses as needed.
- B. Objectives/Purposes. The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will support one or more of the objectives/purpose areas in accordance with the grant application (Attachment

- A).
- C. Performance Monitoring. The County will monitor the performance of the Sub-recipient against project goals and performance standards as specified in the grant application narrative (Attachment A).
  - D. Special Conditions. The Sub-recipient will comply with any Special Conditions imposed by the awarding agency as conditions to the award (Attachment B).
  - E. Non-discrimination. The Sub-recipient agrees to comply with all Federal civil rights laws including, but not limited to, the requirements pertaining to and submitting an Equal Employment Opportunity Plan, reporting Findings of Discrimination, and providing language services to Limited English Proficiency persons.
  - F. Supplanting. The Sub-recipient certifies that Federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose. Potential supplanting can be the subject of monitoring and audits. Violations can result in a range of administrative, civil and/or criminal penalties.
  - G. Equipment. All equipment purchased with funds under this Agreement shall be clearly identified, with records maintained according to Federal property and retention rules, as specified in the Office of Justice Programs Financial Guide in effect at the time of purchase.
  - H. Progress Reports. The Sub-recipient shall submit quarterly Progress Reports to the County that include but are not limited to: descriptions of project activities during the reporting period, which should also include the number of participants in each program. The Sub-recipient shall submit any additional information reasonably requested by the County.

## II. Administrative Requirements

### A. Financial Management.

- 1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR 200, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2. Cost Principles: The Sub-recipient shall administer its program in conformance with 2 CFR 200, Subpart E "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- 3. Audit. The Sub-recipient hereby agrees to have an annual agency audit, if applicable, conducted in accordance with 2 CFR Subpart F.

### B. Documentation and Record Keeping.

- 1. Records to be Maintained. The Sub-recipient shall maintain all records required by the Federal regulations specified that are pertinent to the activities to be funded under this contract. Such records shall include, but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the Objectives of the awarding agency, as specified above in Sec 2.I.(B);
  - c. Records required to determine the eligibility of activities and participants;

- d. Financial records as required by 2 CFR Subpart D, as applicable;
  - e. Other records necessary to document compliance with Federal Cost Principles.
2. Retention. The Sub-recipient shall retain all records pertinent to expenditure incurred under this contract for a period of three (3) years after the termination of all activities funded under this contract. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
3. Client Data. The Sub-recipient shall maintain client data in accordance with requested performance measures established by the BJA Performance Management Tool. All information shall be made available to the funding agency, the County, or their designees for review upon request.

4. Disclosure. Any confidential information from the ~~Sponsor~~ County must be submitted to the Principal Investigator and clearly marked as confidential. The Principal Investigator is free to refuse to accept such confidential information. Any confidential information that is disclosed orally must be identified as confidential at the time of disclosure, and shall thereafter be reduced to writing within thirty (30) days, clearly marked as confidential, and transmitted to the Principal Investigator.

Confidentiality protection shall not apply to:

- a. information which, at the time of disclosure, is in the public knowledge;
- b. information which, after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;
- c. Information which was in the possession of recipient at the time of disclosure and which was not acquired directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
- d. Information received from third parties, provided such information was not obtained, to their knowledge, by said third parties, directly or indirectly, on a confidential basis;
- e. Information which is independently developed by University personnel not privy to Durham County confidential information disclosed under this Agreement.

5. Close-Outs. The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.
6. Audits & Inspections. All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal

business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient.

In this Agreement, “Work” means the services that the Sub-recipient is required to perform pursuant to this Agreement and all of the Sub-recipient’s duties to the County that arise out of this Agreement. Unless the context requires otherwise, if this Agreement states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Sub-recipient.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Sub-recipient shall obtain and provide, without additional cost to the County, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. Sub-recipient’s Billings to County.

I. Budget. The County shall pay to the Sub-recipient, an amount up to, but not to exceed \$24,277, for reimbursements of expenditures in accordance with the budget approved by the federal awarding agency and as further set forth in Attachment C. The County shall not be obligated to pay the Sub-recipient any payments, fees, expenses, or compensation other than those authorized by this section.

II. Billings to the County.

The Sub-recipient shall send invoices to the County on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall reflect the budget above, be accompanied with any supporting documentation, and include any additional information as may reasonably be requested by the County. Within thirty days after the County receives an invoice, the County shall send the Sub-recipient a check in payment for all undisputed amounts contained in the invoice.

Sec. 5. Insurance. The Sub-recipient maintains a self-funded program of insurance to meet its obligations under this Agreement and for its employees and shall provide documentation of such coverage upon request.

Sec. 6. Attachments. The following attachments are made a part of this contract:

Attachment A: Scope of Work, containing 1 page

Attachment B: Grant Narrative, containing 20 pages

Attachment C: Grant Award and Special Conditions, containing 12 pages

Attachment D: Budget, containing 2 pages

In case of a conflict between an Attachment and the text of this Agreement excluding the Attachment, the text of this Agreement shall control.

Sec. 7. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, email, or certified United States mail, return receipt requested, addressed as follows:

To County:      Attn: Gudrun Parmer  
Durham County CJRC  
326 E. Main Street  
Durham, NC 27701

To Sub-recipient: Attn:

University of North Carolina at Chapel Hill  
104 Airport Drive, Suite 220  
CB# 1350  
Chapel Hill, NC, 27599-1350  
Email Address: resadminosr@unc.edu

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party providing notice to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax or email. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 8. Indemnification. To the extent permitted by the North Carolina Tort Claims Act, the sub-recipient (University) shall defend, indemnify and hold Durham County harmless from claims arising solely from (i) Sub-recipient's (University's) breach of this Agreement, (ii) Sub-recipient's (University's) negligence in performing its services under this Agreement, or (iii) Sub-recipient's (University's) violation of any federal, state or local law, statute, regulation or ordinance.

Sec. 9. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Sub-recipient shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action by the Board of County Commissioners. Unless the County otherwise agrees in writing, the Sub-recipient and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Sub-recipient's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Sub-recipient the right to assign, it is agreed that the duties of the Sub-recipient that arise out of this contract shall

be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Sub-recipient shall comply with all applicable law.

(j) No Third Party Rights Created. This contract is intended for the benefit of the County and the Sub-recipient and not any other person.

(k) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" shall mean a section of this contract. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours means Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the County unless the County Manager or a deputy County Manager signs it for the County. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) Independent Contractor. County and Sub-recipient agree that Sub-recipient is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Sub-recipient's duties under this Agreement. Accordingly, Sub-recipient shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Sub-recipient's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. Further, Sub-recipient, as an independent contractor, shall perform the Work required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

#### Sec. 10. Termination for Convenience ("TFC").

This Agreement may be terminated by either party at any time upon thirty (30) calendar days' prior written notice. In the event Durham County terminates the contract, Durham County will make payment to the Sub-Recipient (University) for all services properly rendered and monies properly expended by the Sub-Recipient (University) through the date of termination.

Sec. 11. Existence. Sub-recipient warrants that it is a state institution of higher education, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

Sec. 12. Corporate Authority. By execution hereof, the person signing for Sub-recipient below certifies that he/she has read this contract and that he/she is duly authorized to execute this Agreement on behalf of the Sub-recipient.

IN WITNESS WHEREOF, the County and the Sub-recipient have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

COUNTY OF DURHAM

\_\_\_\_\_  
Wendell Davis, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Susan Tezai  
Durham County Chief Financial Officer

Sub-Recipient

By: \_\_\_\_\_  
Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENTS to follow