

ATTACHMENT A

City of Hampton

Initiative to Build Bridges to Increase Access to Opioid Use Disorder Treatment Options in the Nation's Jails Project

Project Description

Project Overview

This project builds upon the Building Bridges demonstration project, which supported a nine (9)-month planning process for selected counties committed to implementing medication-assisted treatment (MAT) in jails and enhancing collaboration between jails and community-based treatment providers. The Bureau of Justice Assistance (BJA) is providing funding to eligible Building Bridges sites to support projects that increase the capacity of local communities to collaborate across the areas of public safety, behavioral health, and public health.

City of Hampton's Project Plan

City of Hampton's (*City of Hampton*) project application, work plan, and budget narrative provide additional details for the implementation of *City of Hampton's* project and the project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for *City of Hampton's* project as funded through this subaward.

Allowable Activities

Funding under this award may only be used to support the following objectives and allowable activities:

- Implementing or enhancing access to MAT for individuals incarcerated in their local jail. Access to MAT should include both maintenance and induction on at least two (2) U.S. Food and Drug Administration-approved medications for opioid use disorder (OUD) while detained in the facility. Potential activities include:
 - Providing training/information to staff on the science of addiction, MAT, and the impact of substance use and misuse.
 - Implementing the use of substance use disorder (SUD) screening and assessment tools and any associated costs and trainings.
 - Developing and implementing policies and procedures to support the implementation or expansion of MAT in the facility.
 - Completing the necessary processes to become a certified opioid treatment program.
 - Developing collaborative case plans to support people participating in the MAT program.
 - Providing MAT and recovery programming pre-release.

- Implementing Effective Linkage to Care Programs upon Release from Incarceration. Potential activities include:
 - Establishing relevant and lawful information sharing procedures to support continuity of care from incarceration to reentry into the community regarding treatment and recovery services.
 - Continuing the provision of case management and MAT services post-release.
 - Providing recovery support services post-release, which can include, for example:
 - Access to health and behavioral health care benefits
 - Peer support services
 - Medical services
 - Counseling services
 - Recovery or emergency housing
 - Transportation services
 - Employment services
 - Education services

Deliverables

This section outlines the deliverables for this project. *City of Hampton* is responsible for meeting each of these deliverables; additional details can be found in the original solicitation, included as Attachment F.

1. **Monthly Collaborative Calls**—The site team will participate in monthly calls with site coaches and the assigned Institute for Intergovernmental Research (*IIR*) project manager. These calls will last no more than one (1) hour. Other staff members may choose to participate, in addition to *City of Hampton*'s core project team.
2. **Monthly Progress Reporting**—*City of Hampton*'s project coordinator is responsible for ensuring that a monthly report detailing progress on project activities is submitted to *IIR*'s project manager. The monthly reports should be submitted no later than the seventh (7th) day of the following month.
3. **Subaward Closeout**—Within 30 days after the end date of the subaward, *City of Hampton* must initiate closeout of the subaward. *City of Hampton* should:
 - Submit a final program report (a template to draft the report will be provided).
 - Submit a final invoice.

ATTACHMENT B

City of Hampton

Initiative to Build Bridges to Increase Access to Opioid Use Disorder Treatment Options in the Nation's Jails Project

Additional Provisions

Compliance With Law

City of Hampton acknowledges that this *Agreement* is being funded by the federal awarding agency under a cooperative agreement to the Institute for Intergovernmental Research (*IIR*) and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. *City of Hampton* shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom *City of Hampton* further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid, on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice):

If to *City of Hampton*:

Mailing Address

Project Point of Contact

Contact Name

Phone:

Email:

Contractual and Financial Point of Contact

Contact Name

Phone:

Email:

If to *IIR*:

Mailing Address

Post Office Box 12729
Tallahassee, FL 32317-2729

Project Point of Contact

Ben Ekelund
Phone: (773) 319-3118
Email: bekelund@iir.com

Contractual and Financial Point of Contact

Mary J. Dodd
Phone: (850) 300-7796
Email: mdodd@iir.com

Kim Bianco
Phone: (850) 692-7762
Email: kbianco@iir.com

Federal Employer Identification Number (FEIN)

City of Hampton's Federal Employer Identification Number (FEIN) is XXXXXXXXXXXX.

Unique Entity Identification (UEI) From SAM.gov

City of Hampton's Unique Entity Identification (UEI) from SAM.gov is H43KALPESBP1.

Commercial and Government Entity (CAGE)

City of Hampton's Commercial and Government Entity (CAGE) code is 32SP8.

Federal Funding Accountability and Transparency Act (FFATA)

City of Hampton certifies that the information provided to *IIR* for submission to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

Special Conditions Announced in or Applied to Grant Award

City of Hampton acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a grant award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. The special conditions outlined in Attachment E are applicable only to the project outlined in this *Agreement*. Through its cooperative agreement, the Bureau of Justice Assistance (BJA) maintains an active role in administering the use of provided funds, and *City of Hampton*

acknowledges that modification of expectations during the course of funding may be required by BJA. *IIR* reserves the right to convey to *City of Hampton*, in a written amendment to this *Agreement*, any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *City of Hampton* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement*.

Amendments to Subaward

During the life of the subaward project, *City of Hampton* may identify changes or updates to administrative information, project activities, or the project budget. *City of Hampton* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will review the request and may contact *City of Hampton* for additional information or to discuss the adjustment. *IIR* will notify *City of Hampton* of the outcome of the request.

Circumstances requiring a subaward adjustment include the following:

- Change in subaward contact/notices information
- Request for a no-cost extension
- New project director, designated key staff members, authorized representative, or signing authority
- Movement of dollars between approved budget categories that exceed ten (10) percent of the total subaward amount
- Changes in the scope of project activities

Fiscal Management

City of Hampton has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. *City of Hampton* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *City of Hampton* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *City of Hampton* will have thirty (30) days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

Subaward Closeout

Within thirty (30) days after the end date of the subaward, *City of Hampton* must submit documentation to initiate the closeout of the subaward. *City of Hampton* should:

- Submit a final program report in a format as specified.

- Send a final invoice to *IIR* with appropriate documentation to include expenditures not previously invoiced by *City of Hampton* (i.e., previously invoiced expenditures are less than the total project expenditures). If the final total expenditures incurred by *City of Hampton* for this project are less than the amounts invoiced, *City of Hampton* must submit a check for the difference to *IIR*.

Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

Independent Contractor

City of Hampton agrees that as an independent contractor, *City of Hampton* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of *City of Hampton* personnel, including, but not limited to, unemployment compensation, workers' compensation, health and life insurance benefits, or retirement earnings. *City of Hampton* will not make any claims on *IIR* related to benefits reserved for employees. *City of Hampton* will indemnify, defend, and hold *IIR* and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from *City of Hampton*'s failure to provide benefits for *City of Hampton* and *City of Hampton*'s employees. *City of Hampton* agrees that *IIR* will pay *City of Hampton* the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of *City of Hampton*.

Training and Training Standards

City of Hampton understands and agrees that any training or training materials developed or delivered with funding provided under this subaward must adhere to the Office of Justice Programs (OJP) Training Guiding Principles for Grantees and Subgrantees as follows:

- Trainings must comply with applicable law.
- The content of training and training materials must be accurate, appropriately tailored, and focused.
- Trainers must be well-qualified in the subject area and skilled in presenting it.
- Trainers must demonstrate the highest standards of professionalism.

For additional information, see the standards at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Training and Other Materials

City of Hampton agrees to submit to *IIR*, for submission to BJA for review and approval, materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other written materials that will be published, including web-based materials and website content, at least forty-five (45) working days prior to the targeted dissemination date.

Statements on Work Products

Any work products prepared by *City of Hampton*, including multimedia products and websites, shall include statements provided by *IIR* related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

Subaward

City of Hampton must obtain prior written approval from *IIR* for any subawards that *City of Hampton* proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice *City of Hampton* for actual expenses and provide appropriate supporting documentation. *City of Hampton* must, in turn, provide *IIR* with the invoices and supporting documentation received from the subawarded entities with the related invoice from *City of Hampton*. *City of Hampton* agrees to comply with its oversight and monitoring responsibilities for subawards issued by *City of Hampton* in compliance with 2 Code of Federal Regulations (CFR) Part 200 Uniform Requirements.

Sole Source Approval

All purchases/contracts under this *Agreement* should be competitively awarded, unless circumstances preclude competition. When a purchase/contract exceeds \$250,000 and there has been no competition, *City of Hampton* must forward justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

Consultant Rates

Consultant rates (excluding travel or other expense reimbursements) cannot exceed \$650 per day (which is \$81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the \$650 daily rate.

Indirect Cost Requirements

Prior to charging indirect costs to this subaward, *City of Hampton* must provide either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 CFR Part 200 to *IIR*. If an updated NICRA is received by *City of Hampton*, it must be forwarded to *IIR* within thirty (30) days after receipt from the issuing

agency/entity. If the cost allocation plan/rate is to be approved by *IIR* as the oversight/awarding agency in accordance with 2 CFR Part 200, then *City of Hampton* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *City of Hampton* as necessary for *IIR* to comply with its responsibilities. The most recent version of the NICRA or other indirect cost allocation plan/rate shall be provided to *IIR* during the *Agreement* closeout process.

Records Maintenance

City of Hampton shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *City of Hampton* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *City of Hampton* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

Information Requests

City of Hampton agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Monitoring

City of Hampton agrees to comply with *IIR* and the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *City of Hampton* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *City of Hampton* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *City of Hampton*'s expenses and termination of the *Agreement*.

Audit Requirements

Subrecipients that expend \$750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. *City of Hampton* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *City of Hampton* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under 2 CFR Part 200 Uniform Requirements. *City of Hampton* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

Audit and Inspection of Records

IIR, the federal funding agency, the inspector general, the comptroller general of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *City of Hampton* that are pertinent to this *Agreement* in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *City of Hampton*'s personnel for the purpose of interview and discussion related to such documents.

Corrective Action

City of Hampton shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

Disallowance

In the event that *City of Hampton* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *City of Hampton* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *City of Hampton*.

Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity

City of Hampton will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three (3) years prior to the date of the grant award supporting this effort, *City of Hampton* has received any adverse finding of discrimination, or should *City of Hampton* during the active life of this contract receive an adverse finding of discrimination against *City of Hampton*, after a due process hearing or by reason of a U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *City of Hampton* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

City of Hampton certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEO) requirements or that it claims a complete or limited exemption from the EEO requirements and has completed the EEO Certification Form.

Limited English Proficiency

City of Hampton agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency, pursuant to information located at <http://www.lep.gov>.

Equal Treatment of Faith-Based Organizations

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. *City of Hampton* agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff members. Questions in this regard should be directed to the Office for Civil Rights.

Arrest and Conviction Records

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. *City of Hampton* agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination, unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

City of Hampton will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award or subaward covered by 31 United States Code (U.S.C.) § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. *City of Hampton* shall (i) comply and, for subawards or subcontracts hereunder that exceed \$100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder that exceed \$100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

System for Award Management (SAM) Registration

City of Hampton represents that *City of Hampton's* registration in the System for Award Management (SAM) is active and that the SAM registration will be maintained throughout the period of the *Agreement*. Should the registration become other than active, *City of Hampton* will promptly notify *IIR*. If the SAM registration is not active, payments to *City of Hampton* for invoices submitted may be delayed until the SAM registration becomes active. If the SAM registration does not return to an active status within thirty (30) days, the *Agreement* may be terminated.

Debarment and Suspension

No contract that equals or exceeds \$25,000 shall be made to parties listed as suspended or debarred in the SAM. (See <https://www.sam.gov/SAM/> for more information.) *City of Hampton* represents that it and its principals are not now, and have not been at any time in the last five (5) years, suspended, debarred, or otherwise excluded from receiving federal contracts. *City of Hampton* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Should *City of Hampton* become debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, *City of Hampton* will promptly notify *IIR*. If *City of Hampton* is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, payments to *City of Hampton* for invoices submitted to *IIR* may be delayed and/or the *Agreement* may be terminated.

False Claim; Criminal or Civil Violation

City of Hampton must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

Americans with Disabilities Act (ADA) Requirements

City of Hampton shall comply with the Americans with Disabilities Act (ADA) requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and *City of Hampton* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

Political Activities Prohibited

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

Prohibited Use of Funds Under 18 U.S.C. § 1913

City of Hampton will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

Personally Identifiable Information

In order for *IIR* to comply with its obligations related to actual or imminent breaches of information, *City of Hampton* agrees to immediately report any suspected, actual, or imminent

breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the “IIR Breach of Personally Identifiable Information Procedures” provided to *City of Hampton* as Attachment C and incorporated by reference here or as may also be required by *City of Hampton*’s state law.

Text Messaging

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Trafficking in Persons

City of Hampton agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of *City of Hampton* and any subrecipients or employees of *City of Hampton* or its subrecipients. The details of *City of Hampton*’s obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

Right, Title, and Interest

City of Hampton shall retain *City of Hampton*’s copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by *City of Hampton* as part of the work hereunder. *City of Hampton* hereby grants to the federal awarding agency through *IIR* and to *IIR*’s successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by *City of Hampton* or others on behalf of *City of Hampton* as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by *IIR* pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by *City of Hampton* or others on behalf of *City of Hampton* as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as “developments”), anywhere throughout the world, in any medium that exists or that may hereafter be developed, free of any royalty or license fee whatsoever.

City of Hampton acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an

award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. *City of Hampton* acknowledges that unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

“Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of *City of Hampton* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. *City of Hampton* has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill *City of Hampton*’s obligations to the government under this subaward. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, *City of Hampton* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party’s obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party, for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

Patent Rights Clause

With respect to any subject invention in which *City of Hampton* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

City of Hampton will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient’s or subcontractor’s subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the general counsel, OJP, DOJ.

Association of Community Organizations for Reform Now (ACORN)

City of Hampton understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community

Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Airfare

City of Hampton understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating, except as authorized by *IIR* prior to booking such tickets.

Travel Reimbursement; Meals and Lodging

City of Hampton understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with *IIR*'s Travel Policy for Non-*IIR* Employees.

Food and/or Beverages

City of Hampton understands and acknowledges that for purposes of this subaward, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

Meeting Rooms and Audiovisual

City of Hampton understands and acknowledges that utilization of and costs for meeting rooms and audiovisual services must comply with the requirements included in the *DOJ Grants Financial Guide*.

Event Advance Approval; Expenses and Reporting

City of Hampton acknowledges that all meetings and events must conform to the guidance in the *DOJ Grants Financial Guide*. *City of Hampton* is responsible for providing the necessary information to *IIR* for *IIR* to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement*, with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, *City of Hampton* is responsible for taking steps to minimize the costs charged to this *Agreement*.

City of Hampton will provide the event information to *IIR* for each event forty-five (45) days prior to the scheduled event by completing *IIR*'s Event Request/Report form (form will be provided by *IIR*). *IIR* will notify *City of Hampton* of approval/disapproval no later than thirty (30) days prior to the scheduled event. *City of Hampton* will notify *IIR* if there are changes to the information provided on the Event Request/Report form.

For events funded under this subaward with total costs that exceed \$20,000 in subaward funds, *City of Hampton* will provide actual event and cost information to *IIR* for each event within forty-

five (45) days of event completion. The actual information will be submitted to *IIR* on/with the Event Request/Report form.

Indemnification

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party; its officers, directors, employees, representatives, agents, members, and affiliates; and each of its or their heirs, personal representatives, successors, and assigns from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, that may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and that arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party or its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

Insurance

Without limiting its obligations hereof, *City of Hampton* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or non-owned vehicles used in performance of the work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein, "insurance coverage" encompasses self-insurance maintained by government agencies. *City of Hampton* will provide certificates of insurance upon request by *IIR*.

Termination Due to Unavailability of Federal Funding

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to *City of Hampton*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

Cancellation for Cause

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party

may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

Termination for Force Majeure

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party that makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

Governing Law and Jurisdiction

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

Disputes

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. In signing this *Agreement*, *City of Hampton* provides its written approval, as required by this section, to *IIR* for *IIR*'s use in publicizing or discussing efforts funded by this subgrant.

Severability

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Captions

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

Waivers and Remedies

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

Entireties

This *Agreement*, which includes Attachments A through F and *City of Hampton's* response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

Binding Effect

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

ATTACHMENT C

Institute for Intergovernmental Research (IIR) Breach of Personally Identifiable Information Procedures (September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

Definitions

- **Personally identifiable information** encompasses “personal information,” as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.¹
- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

(1) An unauthorized user accesses or potentially accesses PII; or

(2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.²

“Breach” includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.³ A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.⁴

¹ See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term “PII” is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf.

² OMB M-17-12.

³ Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of “breach” must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

⁴ OMB M-17-12.

IIR Breach Standards

IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

- (1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.
- (2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.

Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed. IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.⁵

All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO). Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.⁶ If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.⁷ The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

⁵ Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.

⁶ Such devices include, but are not limited to, laptops, tablets, and cell phones.

⁷ Notices may be required by federal or state law, grant special conditions, or government rules or regulations.

take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.⁸

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

Compliance With Federal Grant Breach Notification Requirements

When IIR, as a grant recipient, uses or operates a federal information system⁹ or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an OJP (award) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

Compliance With State Notice Requirements

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

After-Action Report

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

⁸ For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.

⁹ See OMB Circular A-130.