

Subaward Agreement
Between the
City of Hampton
and the
Institute for Intergovernmental Research (IIR)
for the
**Initiative to Build Bridges to Increase Access to Opioid Use
Disorder Treatment Options in the Nation's Jails Project**

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of June, 2024, by and between the Institute for Intergovernmental Research (*IIR*) and the City of Hampton (*City of Hampton*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid, Stimulant, and other Substance Use Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 15PBJA-21-GK-01074-MUMU, Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Training and Technical Assistance Coordination and Demonstration Program (dated September 23, 2023), for the Initiative to Build Bridges to Increase Access to Opioid Use Disorder Treatment Options in the Nation's Jails Project. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from June 1, 2024, to July 31, 2025, for both the project performance and the budget. Either party may withdraw by delivering ten (10) days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *City of Hampton* agrees to provide the services mutually agreed upon and identified in the Project Summary in Attachment A. *IIR* agrees to pay *City of Hampton* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed \$230,000.
- c. *City of Hampton* acknowledges that through this partnership, *IIR* is the primary recipient of grant funds related to the efforts performed under this *Agreement* and is the sole entity through which any communications to the grant-funding agency and all agency personnel related to funding for this effort are to be made unless otherwise specifically approved in advance by *IIR*. *City of Hampton* (or recipients of subawards/subcontracts issued by *City of Hampton*) shall not initiate any direct contact with DOJ, OJP; any other federal entity associated with this effort; or employees of such entity regarding funding for this project before first receiving specific prior written *IIR* approval to make such contact. *City of Hampton* shall, within twenty-four (24) hours of becoming aware of such contact, notify *IIR* of any unauthorized direct contact prohibited by this section.
- d. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations. *City of Hampton* agrees to provide any documentation, upon request by *IIR*, to ensure and verify compliance with all applicable federal guidelines, rules, and regulations.

- e. Agreed-upon travel expenses incurred by *City of Hampton* will be reimbursed in compliance with *IIR* and federal guidelines upon submission of expense reports with backup documentation. *City of Hampton* must obtain advance approval from *IIR* for all travel and submit evidence of that approval with the submitted expense report.
- f. *City of Hampton* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and must be submitted to *IIR* on either a monthly or quarterly basis by the fifteenth (15th) day of the following month. *IIR* shall pay *City of Hampton*'s invoice within thirty (30) days after submission and *IIR*'s review and approval. However, if *IIR* is unable to draw funds from the Bureau of Justice Assistance (BJA) on the associated award because of issues beyond *IIR*'s control, invoice payment may exceed the thirty (30) days.
- g. *City of Hampton* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* (but not previously invoiced) within thirty (30) days of the expiration of this *Agreement*. Invoices submitted after thirty (30) days of the expiration of this *Agreement* may not be paid, because of requirements associated with federal funding availability.
- h. *City of Hampton* will provide a report with each invoice summarizing the activity to date and changes or delays in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.
- i. At project completion, *City of Hampton* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- j. *City of Hampton* certifies that the services will be performed by qualified personnel who meet federal requirements and have a level of skill commensurate with the requirements set forth in this *Agreement*. *City of Hampton* certifies that it will use reasonable care and skill to efficiently and effectively perform the services required to complete the deliverables outlined in the Project Summary.
- k. *City of Hampton* certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. *City of Hampton*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- l. In executing this *Agreement*, *City of Hampton* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.

m. The following attachments are hereby incorporated by reference and made a part hereof:

- Attachment A – Project Summary
- Attachment B – Additional Provisions
- Attachment C – Breach of Personally Identifiable Information Procedures
- Attachment D – Subcontractor Reporting Data Sheet
- Attachment E – Award Additional/Special Conditions to Cooperative Agreement 15PBJA-21-GK-01074-MUMU
- Attachment F – Copy of the Initiative to Build Bridges to Increase Access to Opioid Use Disorder Treatment Options in the Nation’s Jails Funding Application
- *City of Hampton’s* response to the solicitation

All individuals signing this *Agreement* directly and expressly warrant that they have each been given, received, and accepted authority to sign and execute the *Agreement* on behalf of the party for whom it is indicated. Further, each individual has expressly been given, received, and accepted authority to enter into a binding agreement on behalf of such party and the organization indicated with respect to the matters contained and stated herein.

Accepted:

Accepted:

Name

Daniel E. Stump, President and CEO
Institute for Intergovernmental Research

Printed Name and Title