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AGREEMENT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
THE SUPREME COURT OF TEXAS

OAG Contract No. 1987338

This contract is executed between the Office of the Attorney General (OAG) and the Supreme Court of Texas (Supreme Court). The Office of the Attorney General and the Supreme Court of Texas may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSES OF THE CONTRACT

The Texas Legislature appropriated funds to the OAG for the creation of a program that would provide civil legal representation of victims of crime, immediate family members of victims, or authorized claimants in civil legal matters that are directly related to the criminal victimization. The Supreme Court has implemented and is currently managing the funding of a state-wide system for delivery of civil legal services to low income Texans. The OAG and the Supreme Court agree that the most cost effective and efficient means of delivering legal services to victims of crimes is to utilize the Supreme Court's management and oversight infrastructure. The OAG will provide funding to the Supreme Court to provide state-wide victim-related civil legal services directly to victims of crime, immediate family members of victims, or authorized claimants. The purpose of this grant contract is to use the compensation from the victims of crime fund to provide victim-related civil legal services directly to victims, immediate family members, or claimants. It is envisioned that the Supreme Court will identify at least one recipient of these grant funds and in turn, that recipient will then identify a number of subrecipients of these grant funds.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2018 and shall terminate August 31, 2019, unless it is terminated earlier in accordance with Section 6 of this contract.

SECTION 3. SUPREME COURT'S CONTRACTUAL SERVICES

The Supreme Court will:

3.1 Identify and contract with appropriate entities, recipients and subrecipients, to deliver state-wide crime victim-related civil legal services;

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3.2 Plan, develop and implement financial and management controls to effectively manage the delivery of legal services and to reimburse the recipient and subrecipients for crime victim-related legal services;

3.3 Maintain detailed programmatic and financial records and permit the OAG or the Office of the State Auditor to evaluate the appropriateness and accuracy of the financial and management controls;

3.4 Collect data and deliver reports to the OAG to permit the OAG to report the status and success of this effort to the Legislature or other interested individuals;

3.5 Have the sole right and responsibility to manage, control and make all decisions regarding planning, implementation, operation, and procurement and contracting for services;

3.6 Require that the recipient and subrecipients fully comply with Article I, Section 31 of the Texas Constitution; the Texas Code of Criminal Procedure, Chapter 56; and any other applicable state or federal provisions relating to this grant program in implementing this contract;

3.7 Establish and communicate to the recipient and subrecipients receiving grant funds the eligibility requirements that will be used to conduct eligibility screening for each individual seeking victim-related civil legal services; and

3.8 Require that the recipient and subrecipients are obtaining audits in accordance with the State of Texas Single Audit Circular, and requiring that the audits are made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

SECTION 4. OBLIGATIONS OF THE SUPREME COURT

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. The Supreme Court will forward to the OAG the applicable reports on forms as specified by the OAG. The Supreme Court will ensure it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents the Supreme Court is required to forward to the OAG shall be promptly forwarded.

4.1.2 Cooperation; Additional Information. The Supreme Court shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Authorized Official or Grant Contact. The Supreme Court

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shall submit within ten (10) business days' notice to the OAG of any change of the following: contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. The Supreme Court shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of the Supreme Court.

To change an Authorized Official, the Supreme Court shall submit a written request on the Supreme Court's letterhead, with an original signature of someone with authority to act on behalf of the Supreme Court. To change the grant contact, the Supreme Court shall submit a written request on the Supreme Court's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. The Supreme Court shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Supreme Court will take steps to ensure the provisions of this contract relevant to the recipient and subrecipients are included in those contractual documents.

4.2 Programmatic Statistical Reports.

4.2.1 Quarterly Statistical (Performance) Reports. The Supreme Court shall submit to the OAG a quarterly Programmatic Statistical Report no later than the 30th day of each month following the end of the quarter. The report shall contain the following information: guidelines used to select the entities that receive funds under this contract; amounts awarded to each recipient; the amount of expenditures for administration; audit and oversight activities conducted relating to the subcontracts; and other information deemed necessary by the OAG (data that must be included in the Program Statistical Report is attached hereto in Exhibit B). The four quarters end the last day of the month of November, February, May and August.

4.2.2 Final Programmatic Statistical Report. A Final Programmatic Statistical Report must be received by the OAG no later than thirty (30) calendar days following the end of each fiscal year during the Contract Period. The Final Programmatic Statistical Report must be received by the OAG no later than September 30, 2019.

4.3 Annual Closed Case Summary Report. An Annual Closed Case Summary Report must be received by the OAG no later than thirty (30) calendar days following the end of the fiscal year during the contract term. The Annual Closed Case Summary Report must be received by the OAG no later than September 30, 2019.

4.4 Intake Screening for Victim-Related Civil Legal Services. The Supreme Court will ensure that the recipient and subrecipients shall conduct eligibility screening for each individual seeking victim-related civil legal services. The Supreme Court will ensure the recipient and subrecipients agree to use the intake screening form supplied by the OAG (a copy of the intake screening form is attached hereto as Exhibit A). A copy of all intake screening forms and supporting documentation for each shall be maintained by the Supreme Court or by the recipient in one or more central locations as determined by the Supreme Court or the recipient and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

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4.5 Other Reports. From time to time, the OAG may request additional reports from the Supreme Court. The Supreme Court will comply with all reasonable requests.

4.6 Security and Confidentiality of Records. The Supreme Court shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information, assuming the OAG is not otherwise prohibited from access to the information.

The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision to establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state law, rules and regulations. This provision shall not be constructed as limiting the OAG's access to such records and other information, assuming the OAG is not otherwise prohibited from access to information.

4.7 Public Information Act. The Parties acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.8 Financial Matters; Audits; Monitoring of Recipients and Subrecipients.

4.8.1. Annual Budgets. With regard to the use of funds pursuant to this contract, the Supreme Court will require the recipient to submit to the OAG its projected annual budget for each fiscal year, on or before October 1 of the fiscal year, including budget details in each cost category, and the number of personnel employed under the grant and the annual time to be worked on grant-related activities. With regard to the subrecipients and the use of funds pursuant to the contract between recipient and the subrecipients pursuant to this contract, the Supreme Court will obtain from the subrecipients, and submit to the OAG, the subrecipient's projected annual budget for the fiscal year, on or before October 1 of the fiscal year, or within thirty (30) calendar days of the effective date of the recipient's contract with a subrecipient, including budget details in each cost category, and the number of personnel employed under the contract and the annual time to be worked on grant-related activities, before any funds are paid to that subrecipient.

For each recipient and subrecipient that receives funding pursuant to this contract, the Supreme Court shall:

4.8.1.1 Identify state awards made, by informing each recipient and subrecipients of the state program name, state program number, award name and number, and award year.

4.8.1.2 Require recipient and subrecipients to comply with the applicable federal and state laws, rules and regulations, directives, assurances, guidelines, CFRs, executive orders, Uniform Grant Management Standards ("UGMS") or any other authorities relevant to the recipient's performance,

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including any authorities relating to programmatic, financial, accounting and/or funding. Recipients and subrecipients will also be required to ensure that they will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants.

4.8.1.3 Require recipient and subrecipients to ensure they have obtained all licenses, certifications, permits and authorizations necessary to perform their responsibilities and are currently in good standing with all regulatory agencies that regulate any aspect of the recipient's and subrecipient's operations.

4.8.1.4 Establish procedures to provide requested technical assistance; ensure that annual independent financial audits, if appropriate or other audited financial statements, related management letters, and management responses are completed and received in a timely manner, and done in accordance with the applicable rules and regulations, including 2 CFR Part 200, titled Uniform Administrative Requirement (Audits of State, Local Government, and Non-Profit Organizations); ensure recipient and subrecipients take the appropriate and timely corrective action as indicated in an audit or other financial examination; and notify the OAG of audit findings and resolutions.

4.8.1.5 Monitor the activities of recipient and subrecipients as necessary to ensure that grant funds are used for authorized purposes, reasonably achieve the performance goals, and are used in an efficient and effective manner.

4.8.1.6 If requested, submit copies of contracts between the recipient and subrecipients involving these grant funds.

4.8.2. Monthly Invoices. For the purposes set out in this contract, the Supreme Court may submit to the OAG a monthly invoice requesting the reimbursement of its actual costs incurred as a result of providing the services or resources under this contract, or may submit to the OAG an invoice requesting an advance payment of reimbursable costs to the Supreme Court. If the Supreme Court requests an advance of reimbursable costs, the invoice must be accompanied with a statement and explanation that an advance is necessary to enable the Supreme Court to provide the services or resources that are the subject matter of this contract.

4.8.3 Advancement of Funds. At the request of the Supreme Court, the OAG may advance funds to the Supreme Court to enable the Supreme Court to provide the services or resources required under this contract. If an advance is made under this section, the OAG and the Supreme Court shall ensure after the services or resources are provided, that the Supreme Court has received only sufficient funds to reimburse its total costs. If the funds advanced to the Supreme Court are in excess of the Supreme Court's actual costs incurred as a result of providing the services or resources required under this contract, then the Supreme Court shall promptly refund the excess payment to the OAG. An advance of funds shall be deemed a reimbursement for the purpose of Texas Government Code, Section 771.008.

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4.8.4 Reimbursement. The OAG shall reimburse the Supreme Court the actual costs of providing the services or resources, or the nearest practicable estimate of that cost, up to the total contract amount as stated in this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

4.8.5 Refunds and Deductions. If the OAG determines that the Supreme Court has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Supreme Court shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to the Supreme Court, as a reimbursement, but not yet paid by the OAG to the Supreme Court. The OAG may choose to require a payment directly from the Supreme Court rather than offset and deduct a specified amount. The Supreme Court shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.8.6 Purchase of Equipment; Maintenance and Repair; Title upon Termination. The Supreme Court will ensure the recipient and subrecipients understand and agree to not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. The Supreme Court will require by contract the recipient and subrecipients to permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. The Supreme Court will ensure the recipient and subrecipients understand and agree to maintain a current inventory of all equipment purchased with contract funds which shall be available to the OAG at all times upon request, however, as between the OAG and the Supreme Court, the recipient and subrecipients, title for equipment will remain with the Supreme Court.

The Supreme Court will ensure the recipient and subrecipients understand and agree to maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event the Supreme Court, the recipient and subrecipients is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, they shall use the proceeds to repair or replace said equipment.

4.8.7 USAS Fund Transfers. The OAG shall timely reimburse the Supreme Court for all billings in accordance with Texas Government Code, Chapter 771. Reimbursements with funds held by the State Comptroller of Public Accounts shall be made via USAS fund transfers and the OAG will initiate the transfers. The Supreme Court shall provide the OAG with all necessary USAS coding elements.

If deemed appropriate by the OAG, the Supreme Court may be placed on Direct Deposit status, and if so, the Supreme Court will complete and submit to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment

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will be remitted by direct deposit and the OAG will continue to provide the Supreme Court with a copy of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring the Supreme Court to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The total amount of this contract shall not exceed the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/DOLLARS ($2,500,000)**. Any change to the maximum liability of the OAG may only be achieved by a written, duly executed amendment to this contract.

5.3 Limited Reimbursement of Expenses. The OAG shall be obligated to reimburse The Supreme Court for all actual and allowable allocable costs incurred by the Supreme Court pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement, among other things, depends upon strict compliance with all terms, conditions and provision of this contract. The OAG and the Supreme Court agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. The Supreme Court agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. The Supreme Court agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. The Supreme Court agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **The Supreme Court agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the Supreme Court any remaining balance on this contract. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this contract without recourse, liability or penalty, upon written notice to the other Party thirty (30)

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calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event the Supreme Court fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may upon written notice of the breach to the Supreme Court immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 11.10, and 12.

Section 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. The Supreme Court shall maintain and will ensure recipient and subrecipients maintain adequate records that enable the OAG to verify all reporting measures and request for reimbursements related to this contract. The Supreme Court also shall maintain and will ensure recipient and subrecipients maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. The Supreme Court shall maintain and retain for a period of seven (7) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of a seven (7) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

7.3 Audit Trails. The Supreme Court shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by the Supreme Court will, at a minimum, identify the supporting documentation prepared by the Supreme Court to permit an audit of its systems. The Supreme Court's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can

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potentially cause access to, generation of, or modification of confidential information. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

7.4 Access and Audit. At the request of the OAG, the Supreme Court shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of the Supreme Court to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. The Supreme Court will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books and records of the entity, person or contractor that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined by the sole discretion of the OAG, the OAG shall provide the Supreme Court with up to five (5) business days advance notice of any such examination or audit. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of the Supreme Court or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Supreme Court or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the Supreme Court or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Supreme Court further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Supreme Court shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Supreme Court and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Supreme Court related to this contract. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

7.6 Location. Any audit of records shall be conducted at the Supreme Court principal place of business and/or the location(s) of the Supreme Court operations during the Supreme Court normal business hours and at the OAG's expense. The Supreme Court shall provide to OAG or its designees, on the Supreme Court premises (or if the audit is being performed of a subcontractor, the

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subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by the Supreme Court. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly programmatic statistical reports, annual performance reports, correspondence, and any other reports or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.texas.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.texas.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or the Supreme Court.

9.1 Corrective Action Plans. If the OAG finds deficiencies in the Supreme Court's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing the Supreme Court on immediate financial hold without further notice to the Supreme Court and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the Supreme Court is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the Supreme Court was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, the Supreme Court remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, CODE OF FEDERAL REGULATIONS (CFR) and Other Relevant Authorities. The Supreme Court agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFRs, or any other authorities relevant to the performance of the Supreme Court under this contract, including any authorities relating to programmatic, financial, accounting and/or funding. The Supreme Court agrees to comply with applicable laws, executive orders, regulations, assurances and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). The Supreme Court will take the necessary steps to ensure the recipient and

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subrecipients understand and agree with this provision.

10.2 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. The Supreme Court shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Supreme Court. The Supreme Court shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

10.3 Conflicts of Interest; Disclosure of Conflicts. The Supreme Court has not given or offered to give, nor does the Supreme Court intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

10.4 Compliance with Regulatory and Licensing Bodies. The Supreme Court agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of the Supreme Court business or operations. The Supreme Court agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to the Supreme Court's right to conduct its business in Texas. The Supreme Court agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. The Supreme Court will take the necessary steps to ensure that any recipient receiving funds from the Supreme Court under this contract understands and agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of any entity or recipient receiving funds be considered employees, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. Further, the Supreme Court will take the necessary steps to ensure that any entity, being the recipient and subrecipients receiving funds from the Supreme Court under this contract, agrees to be responsible for all types of claims whatsoever due to the actions or performance, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties, and that the entity or recipient will indemnify and hold the OAG and the State of Texas harmless from and against any and all claims arising out of their actions or performance.

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11.2 Publicity; Intellectual Property. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree to not name the OAG in general or the Attorney General of the State of Texas specifically, in any publication, promotion, marketing, media release, public service announcement, or any other type of communication by the recipient and subrecipients (nor may the recipient and subrecipients authorize anyone else to do so), without the express written consent of the OAG.

The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, recipient and subrecipients may copyright such material subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license for OAG to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

The Supreme Court shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to secure the forgoing license for the benefit of OAG. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, the Supreme Court shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.3 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by the Supreme Court to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. The Supreme Court shall identify and report this income in accordance with the OAG's reporting instructions. The Supreme Court shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision

11.4 No Supplanting. The Supreme Court shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this contract. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

11.5 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by any entity receiving funds from the Supreme Court under this contract is for the sole benefit of that entity and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

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11.6 No Subcontracting or Assignment Without Prior Written Approval of OAG. The Supreme Court may not subcontract or assign any of its rights or duties under this contract without the express prior written approval of the OAG. In no event shall this provision relieve the Supreme Court of the responsibility for ensuring that performance is in compliance with this contract. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

11.7 No Grants to Certain Organizations. Consistent with the current General Appropriations Act, the Supreme Court will take the necessary steps to ensure the recipient and subrecipients confirm they do not make contributions to campaigns for elective office or endorse candidates.

11.8 U.S. Department of Homeland Security's E-Verify System. The Supreme Court will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

11.10 Inclusion of Terms within Grant Contracts with Recipients. The Supreme Court will require recipients and subrecipients to comply with the provisions of this contract to the extent compliance is needed to support the Supreme Court's compliance with this contract. These requirements may be specifically stated or referenced in the grant contracts with recipient and subrecipients.

11.11 Limitation on Civil Legal Services Providers. If the recipient or a subrecipient is a provider of civil legal services to victims of crime, the recipient and subrecipients will comply with the following:

11.11.1 Services to Indigent Clients. The recipient and subrecipients shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

11.11.2 Eligibility Screening. The recipient and subrecipients shall conduct an eligibility screening for each individual seeking victim-related civil legal services. The recipient and subrecipients agree

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to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by the recipient and subrecipients in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grants funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where the recipient and subrecipients determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

11.11.5 Cooperation and Collaboration. The recipient and subrecipients will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, the recipient and subrecipients shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. The recipient and subrecipients should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

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11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), the recipient and subrecipients shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the recipient and subrecipients. For cases that are referred by the recipient and subrecipients to a private attorney, the recipient and subrecipients shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

11.12 Business with Iran, Sudan, or Terrorist Organizations. The Supreme Court will take necessary steps to ensure the recipients and subrecipients of grant funds under this contract, represent and warrant that they do not, and shall not for the duration of this contract, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization.

11.13 Does Not Boycott Israel. The Supreme Court will take necessary steps to ensure the recipients and subrecipients of grant funds under this contract represent and warrant that they do not currently boycott Israel as defined under Texas Government Code, Sec. 808.001(1), and will not boycott Israel during the term of this contract.

11.14 No Use of Grant Money for Lobbying. The Supreme Court will take necessary steps to ensure the recipients and subrecipients of grant funds under this contract do not use such grant funds to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.15 Child Support Obligation Affirmation. Pursuant to the requirements of Section 231.006 of the Texas Family Code, the Supreme Court will take necessary steps to ensure the recipients and subrecipients of grant funds under this contract certify that the individual or business entity named as a recipient or subrecipient is not ineligible to receive the specified grant, and acknowledges that any grant payments may be withheld if this certification is inaccurate.

11.16 Texas Public Information Act. Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, any recipient or subrecipient of grant funds under this contract, is required to make any information created or exchanged with OAG, the Supreme Court, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision.

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SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including all Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (oral or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, the OAG and the Supreme Court agree that any action, suit, litigation or other proceeding arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division.

12.7 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

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OFFICE OF THE ATTORNEY GENERAL OF TEXAS

DocuSigned by:
Jeffrey C. Mateer
7D163BC3ECAF405...

Printed Name: Jeffrey C. Mateer
Office of the Attorney General

THE SUPREME COURT OF TEXAS

Nathan L. Hecht
Chief Justice

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AGREEMENT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
and
THE SUPREME COURT OF TEXAS

OAG Contract No. 1987338

Exhibit A
INTAKE SCREENING FOR VICTIM-RELATED CIVIL LEGAL SERVICES

For all crime victim related legal services provided, the following information must be provided and retained by the service provider for audit purposes. A completed checklist showing that the recipient of legal services is a victim, claimant or immediate family member of a victim. Services provided must be to persons eligible under Article I, Section 31 of the Texas Constitution and Texas Code of Criminal Procedure, Chapter 56, Subchapter B.

CHECKLIST

I. In order to be eligible as a **victim** under article 56.32 of the Texas Code of Criminal Procedure, an individual must qualify under one of the three situations listed below. An individual must:

A. ❑ Be a resident of this state, another state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or a possession or territory of the United States; and
❑ Suffers personal injury or death as a result of criminally injurious conduct, or as a result of actions taken by the individual as an intervener, if the conduct or actions occurred in this state.

B. ❑ Be a resident of this state; and
❑ Suffers personal injury or death as a result of criminally injurious conduct or as a result of actions taken by the individual as an intervener, if the conduct or actions occurred in a state or country that does not have a crime victims' compensation program that meets the requirements of Section 1403(b), Crime Victims Compensation Act of 1984 (42 U.S.C. Section 10602(b)); and
❑ Would be entitled to compensation under this subchapter [article 56.32] if the criminally injurious conduct or actions had occurred in this state.

C. ❑ Be a resident of this state; and
❑ Suffers personal injury or death as a result of criminally injurious conduct caused by an act of international terrorism as defined by 18 U.S.C. Section 2331 committed outside of the United States.

II. In order to be eligible as a **claimant** under article 56.32, an individual must be:
❑ An authorized individual acting on behalf of a victim, or
❑ An individual who legally assumes the obligation or who voluntarily pays medical or burial expenses of a victim incurred as a result of the criminally injurious conduct of another; or
❑ A dependent of a victim who died as a result of criminally injurious conduct; or

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❑ An immediate family member or household member of a victim who requires psychiatric care or counseling as a result of the criminally injurious conduct; or
❑ an authorized individual acting on behalf of an individual who is a child and who is also either a dependent of a victim who died as a result of criminally injurious conduct or an immediate family member or household member of a victim who requires psychiatric care or counseling as a result of the criminally injurious conduct.

III. In order to be eligible as an **immediate family member of a victim** under article 56.32, an individual must be related to a victim (as defined above) within the second degree by affinity or consanguinity.

IV. In order to be eligible for legal services, there must be a relationship between the type of criminal activity involved, the specific injury suffered by the victim, and the legal service to be rendered.

Please complete the following and attach any documentation which verifies that the injury was the result of a criminally injurious conduct.

Criminally Injurious Conduct:

_____

_____

_____

Injury:

_____

_____

_____

_____

Connection of Legal Services to the Injury:

_____

_____

_____

_____

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AGREEMENT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
and
THE SUPREME COURT OF TEXAS

OAG Contract No. 1987338

Exhibit B
Program Statistical Report

Report on Funding Decisions (Annual) - This information should be submitted before the grant is funded

1. Names of all recipients and subrecipients awarded contract funds.
2. Total amount of contract funds awarded to each recipient and subrecipients.
3. Guidelines used to select recipients and subrecipients awarded contract funds.

Report on Recipients (Quarterly)

4. Total amount paid with contract funds for the administration of the contract.
5. Total amount paid with contract funds for audit and oversight of recipient and/or subrecipients.
6. Title of each person salaried with contract funds.
   a. Total amount paid with contract funds in direct salaries.
   b. Total amount paid with contract funds in fringe benefits.
7. Total amount paid with contract funds for professional and consultant services.
8. Total amount paid with contract funds for travel costs.
9. Total amount paid with contract funds for equipment costs.
10. Total amount paid with contract funds for supply costs.
11. Total amount paid with contract funds for indirect costs.
12. Total number of financial/programmatic monitoring performed of subrecipients.

Report on Subrecipients (Quarterly)

13. Title of each person ("Attorney," "Paralegal" or "Other") and percentage of time paid with contract funds.
    a. Total amount paid with contract funds in direct salaries.
    b. Total amount paid with contract funds in fringe benefits.
14. Total amount paid with contract funds for professional and consultant services.
15. Total amount paid with contract funds for travel costs.
16. Total amount paid with contract funds for equipment costs.
17. Total amount paid with contract funds for supply costs.
18. Total amount paid with contract funds for indirect costs
19. Total amount paid for litigation costs, including but not limited to, filing fees, court costs, depositions, and subpoenas.
20. Total amount of direct dollar benefits achieved for victim-related clients.
21. Total number of persons from all subrecipients who benefited from the victim-related civil legal services.
22. Total number of requests from all subrecipients for civil assistance that were rejected.
23. Total number of counties served and total number of cases closed per county from all subrecipients.

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KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Ursula Parks
Director Legislative Budget Board
Robert E. Johnson Bldg., 5th Floor
1501 N. Congress
Austin, Texas 78701-1200

Dear Ms. Parks:

Although the Office of the Attorney General (OAG) does not believe notification under Article IX, Section 7.12 of the General Appropriations Act is required in this instance, the OAG hereby notifies the Legislative Budget Board (LBB) that it has entered into the following contract.

A. Contract Information.
Attached is a summary of the purpose of and major deliverables for the following contract:

1. The Supreme Court of Texas (Supreme Court), PO Box 12248, Austin, Texas 78711, (512) 463-1312;
2. OAG Contract No. 1987338;
3. $2,500,000.00;
4. Not Applicable (Scheduled payment date(s)); and
5. 9/1/18-8/31/19.

B. Executive Director Certification

1. I certify that the OAG is not required to do the following when awarding this contract to the Supreme Court:
    a. Follow an emergency procedure allowed by statute for awarding a contract as a result of an emergency ; or
    b. Issue a request for proposal, request for bid, or other similar process common to participation in a competitive bidding process required by statute, rule or ordinary and commonly recognized state policies and procedures.

2. I also certify that the agency or institution has an effective process and adequate management controls to:

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a. Verify vendor performance and deliverables for this contract;
b. Only pay for goods and services that are within the scope of the contract or procurement; and
c. Calculate and collect any liquidated damages associated with vendor performance.

C. Risk Statement

I believe that the goods or services being procured via this contract are not necessary to provide mission critical functions of this agency or institution[1]. The attached describes the importance of the goods and services and risk to the agency or institution if the parameters of the contract are not met within the specified time frames.

D. Continuing Duty to Report

I acknowledge a continuing duty to provide any information or documentation regarding this contract upon request by the LBB and to report any changes to the information provided as well as any later discovered errors or inconsistencies to the LBB.

7/27/18

Signature **Date**

Jeffrey C. Mateer

First Assistant Attorney General

[1] Goods and services that the agency relies on to execute basic functions essential to the mission of the agency should be considered mission critical. This may include direct services to constituents or indirect support services for critical agency systems.

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ATTACHMENT

A. Contract Information: Description of the purpose of the contract and summary of major deliverables.

Beginning with the 77th Regular Session in 2002, each biennium the Texas Legislature appropriates funds to the OAG for the creation of a program that provides civil legal representation to victims of crime, immediate family members of victims, or authorized claimants in civil legal matters that are directly related to the criminal victimization. The Supreme Court has implemented and is currently managing the funding of a state-wide system for delivery of civil legal services to low income Texans. The OAG and the Supreme Court agree that the most cost effective and efficient means of delivering legal services to victims of crimes is to utilize the Supreme Court's management and oversight infrastructure. The OAG will provide funding to the Supreme Court to provide state-wide victim-related civil legal services directly to victims of crime, immediate family members of victims, or authorized claimants. The purpose of this grant contract is to use the compensation from the victims of crime fund to provide victim-related civil legal services directly to victims, immediate family members, or claimants.

The Supreme Court will:

- Identify and contract with appropriate entitles, recipients and subrecipients, to deliver state-wide crime victim-related civil legal services;
- Plan, develop and implement financial and management control s to effectively manage the delivery of legal services and to reimburse the recipient and subrecipients for crime victim-related legal services;
- Maintain detailed programmatic and financial records and permit the OAG or the Office of the State Auditor to evaluate the appropriateness and accuracy of the financial and management controls;
- Collect data and deliver reports to the OAG to permit the OAG to report the status and success of this effort to the Legislature or other interested individuals;
- Have the sole right and responsibility to manage, control and make all decisions regarding planning, implementation, operation, and procurement and contracting for services;
- Require that the recipient and subrecipients fully comply with Article L Section 31 of the Texas Constitution; the Texas Code of Criminal Procedure, Chapter 56; and any other applicable state or federal provisions relating to this grant program in implementing this contract;
- Establish and communicate to the recipient and subrecipients receiving contract funds the eligibility requirements that will be used to conduct eligibility screening for each individual seeking victim-related civil legal services; and

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- Require that the recipient and subrecipients are obtaining audits in accordance with the State of Texas Single Audit Circular, and requiring that the audits are made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

B. Executive Director Certification: If the process to award the contract, contract extension, or procurement did not comply with the requirements of Subsection 1 a, b, or c, provide an explanation for the alternative process utilized, legal justification for the alternative process, and identify the individual(s) directing the use of an alternative process.

The 85th Legislature appropriated funds to the OAG for the creation of a program that provides civil legal representation to victims of crime, immediate family members of victims, or authorized claimants in civil legal matters that are directly related to the criminal victimization. Through an interagency contract (pass through grant), the OAG passes these funds to the Supreme Court.

The OAG was not required to do the following when awarding this contract to the Supreme Court:

a. Follow an emergency procedure allowed by statute for awarding a contract as a result of an emergency; or

b. Issue a request for proposal, request for bid, or other similar process common to participation in a competitive bidding process required by statute, rule or ordinary and commonly recognized state policies and procedures.

C. Risk Statement: Statement of the importance of the contract to the agency or institution of higher education, and risk to the agency or institution if the parameters of the solicitation or contract are not met within the specified time frames.

This contract does not pose a risk to the OAG, as it is not a mission critical contract. The performance of the Supreme Court in regard to using the appropriated funds for civil legal representation of victims of crime does not affect the day to day operations of the OAG.