



RE: FY 2025 Crime Victim Civil Legal Services (CVCLS) Grant Contract

Contract Number: C-01586

Grantee: The Supreme Court of Texas

Amount: \$2,500,000.00

Executed: 9/9/2024 | 2:48 PM CDT

Term: September 1, 2024 – August 31, 2025

Budget Coding:

ORG	PCA	Agy Obj
B310000	11304	7614

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

OAG Grant Contract No. C-01586

This agreement (“Grant 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 Grant Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The Texas Legislature appropriated funds (“Grant Funds”) to the OAG for the creation of a program that would provide 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 (“Grant Program”). 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 other 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 other authorized 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 GRANT CONTRACT

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract (“Contract Term”).

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;

- 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 parties;
- 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, Chapters 56, 56A, and 56B; and any other applicable state or federal provisions relating to this grant program in implementing this Grant 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 (GAGAS) covering financial and compliance audits.

SECTION 4. OBLIGATIONS OF THE SUPREME COURT

4.1 General Matters

4.1.1 Required Reports; Form of Reports; and Filings with the OAG. The Supreme Court will forward to the OAG, all applicable reports and 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 Supreme Court Contact. The Supreme Court must submit written notice to the OAG of any change in the following: contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business or otherwise operate in Texas. Such notice must be provided in advance,

when possible, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

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 including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization. The Supreme Court will take steps to ensure the provisions of this Grant 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 thirtieth (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 Grant Funds under this Grant 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 months 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 state fiscal year during the Grant Contract term. The Final Programmatic Statistical Report must be received by the OAG no later than September 30, 2025.

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 Contract Term. The Annual Closed Case Summary Report must be received by the OAG no later than September thirtieth (30th), 2025.

4.4 Intake Screening for Victim-Related Civil Legal Services. The Supreme Court will ensure that the recipient and subrecipients 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 individual seeking victim-related civil legal services shall be maintained by the Supreme Court, or by the recipient or subrecipient, in one or more central locations as determined by the Supreme Court, or the recipient or subrecipient, and must be made available to the OAG, or any party the OAG determines should have access to the documents, at any reasonable time.

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, or other applicable requirements.

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 individuals seeking victim-related civil legal services (whom may also be referred to as “clients”) in accordance with applicable federal and state law, rules and regulations, or other applicable requirements.

This Parties agree that this section does not limit 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. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program or Funds 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, recipient and subrecipients are required to make any information created or exchanged with the OAG, the State of Texas, or any other state agency pursuant to this Grant 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 the OAG, the State of Texas, or any other state agency.

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 Grant Contract, the Supreme Court will require the recipient to submit to the OAG its projected annual budget for each state fiscal year, on or before October 1 of the state fiscal year, including budget details in each cost category, and the number of personnel employed under this Grant Contract, and the annual time to be worked on grant-related activities. With regard to the subrecipients and the use of Grant Funds pursuant to the contract between recipient and the subrecipients under this Grant Contract, the Supreme Court will obtain from the subrecipients, and submit to the OAG, the subrecipient’s projected annual budget for the state fiscal year, on or before October 1 of the state 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 Program-related activities, before any funds are paid to that subrecipient.

For each recipient and subrecipient that receives funding pursuant to this Grant 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, Texas Grant Management Standards (“TxGMS”), or any other authorities relevant to the recipient’s performance, including any authorities relating to programmatic, financial, accounting and/or funding. Recipient 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: all 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.

4.8.1.7 Require recipient and subrecipients of Grant Funds under this Grant Contract to comply with the applicable terms and conditions of this Grant Contract and any other relevant contract terms or conditions otherwise required under applicable state, federal, or local laws.

4.8.2. Monthly Invoices. For the purposes set out in this Grant Contract, the Supreme Court may submit to the OAG a monthly invoice requesting reimbursement of its actual costs incurred as a result of providing the services or resources under this Grant Contract, or the Supreme Court may submit to the OAG an invoice requesting an advance payment of reimbursable costs. 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 Grant 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 Grant 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 Grant 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.

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 Grant Contract amount as stated in section 5.2 of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred outside the Contract Term.

4.8.5 Refunds and Deductions. If the OAG determines that the Supreme Court has been overpaid under this Grant 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 the amount identified by the OAG as an overpayment. The OAG may offset and deduct any amount of the overpayment from any amount owed to the Supreme Court or may require repayment directly from the Supreme Court. 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 in, lien on, or otherwise encumber any item of equipment purchased with Grant Contract funds. The Supreme Court will require by contract that the recipient and subrecipients permanently identify all equipment purchased with Grant Contract funds 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 Grant Contract funds which shall be available to the OAG at all times upon request. Title for all equipment purchased with Grant Contract funds, by any party, 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 Grant Contract to ensure the full availability and usefulness of such equipment. In the event the Supreme Court, the recipient, or any subrecipient is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased with Grant Contract funds, 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 will be remitted by direct deposit and the OAG will continue to provide the Supreme

Court with a copy of reimbursement vouchers.

4.8.8 Special Conditions. The OAG may, in its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, (“Special Conditions”) on the Supreme Court, without notice and without amending this Grant Contract. The OAG, in its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The Supreme Court acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by OAG. The imposition of any Special Conditions places the Supreme Court on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

4.9 Compromising Matters

4.9.1 Policy on Fraud, Waste, or Abuse and OAG Notification. The Supreme Court must ensure that recipient and subrecipients have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the Supreme Court discovers or is notified of by the recipient or subrecipients, the Supreme Court shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of grant funds; and (iii) abuse includes, without limitation, the misuse of one’s title, position, or authority to obtain a personal benefit or to attempt to damage another individual. The Supreme Court understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. The Supreme Court also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor’s Office pursuant to section 7.5 of this Grant Contract.

4.9.2 Reporting of Data Security Incidents. The Supreme Court agrees to notify the OAG of any data security incident that has or may impact the Supreme Court’s, recipient’s, or subrecipient’s ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to the Supreme Court’s, the recipient’s, and the subrecipient’s participation in the Grant Program.

SECTION 5. OBLIGATIONS OF THE 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 Grant Contract.

5.2 Maximum Liability of the OAG. The total amount of this Grant Contract shall not exceed

the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/DOLLARS (\$2,500,000.00)**. Any change to the maximum liability may only be achieved by an amendment to this Grant Contract pursuant to section 12.3, and any act, action, or representation by either Party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment in accordance with section 12.3 is executed by both Parties.

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 Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if the Supreme Court anticipates: altering the scope of GRANTEE's participation in the Grant Program; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than 10% of the annual budget; and/or adding new line items to any awarded budget category.

However, the OAG reserves the discretionary right to require a formal amendment to this Grant Contract, in accordance with section 12.3, for any of the changes referenced in this section 5.3.

5.4 Reimbursement Not an Entitlement or Right. Reimbursement with Grant Contract funds is not an entitlement or right. Reimbursement, among other things, depends upon strict compliance with all terms, conditions and provisions of this Grant 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 Grant Contract is executed by both Parties in accordance with Section 12.3 below. The Supreme Court agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. The Supreme Court agrees that funding for this Grant 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 purposes of this Grant Contract. **The Supreme Court agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for the Grant Program, or if the funds appropriated to the OAG for the 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 Grant 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 Grant Contract without recourse, liability, or penalty, upon providing written notice to the other Party thirty (30) 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 Grant Contract, then the OAG may,

upon written notice of the breach to the Supreme Court, immediately terminate all or any part of this Grant Contract.

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

Expiration or termination of this Grant Contract, for any reason, shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive, or by its nature would be intended to be applicable following, any such expiration or termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive, or by their nature would be intended to be applicable, but are not specifically identified), survive the termination or expiration of this Grant Contract: sections 4 (Obligations of the Supreme Court), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 10 (General Terms and Conditions), 11 (Additional Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

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 requests for reimbursements related to this Grant Contract. The Supreme Court shall also maintain and will ensure recipient and subrecipients maintain such records deemed necessary by the OAG, the 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 Grant 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 Grant Contract, including, without limitation, 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 OAG may, in its discretion, direct the Supreme Court to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. 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, verify contractually required performances, and to establish individual accountability for any action that can 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 Grant 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, examining, or auditing such items. The Supreme Court will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or indirectly through a subcontract under this Grant 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 Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at 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 Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of the Supreme Court or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by the Supreme Court or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. The Supreme Court further agrees to cooperate fully with the SAO 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 SAO 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 Grant Contract. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision and with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

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's operations during the Supreme Court's normal business hours and at the OAG's expense. The Supreme Court shall provide to the OAG or its designees, on the Supreme Court's premises (or if the audit is being performed of a subcontractor, then the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, office-related equipment, and duplicating services as the OAG or its designees may reasonably require to perform the audits

described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by the Supreme Court. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery is subject to change during the Contract Term at the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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 Grant Contract, the OAG, in 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 Grant Contract amount; and/or terminate this Grant 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 of Texas.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, or abuse, may result in the OAG, in 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, in 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, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant 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 terms and conditions of this Grant Contract. Corrective action plans, financial hold and/or sanctions do not excuse or

operate as a waiver of any failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

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 Grant 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 Texas Grant Management Standards (TxGMS). The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision. In instances where multiple requirements apply to the Supreme Court, recipient, or subrecipients, the more restrictive requirement controls.

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 Grant 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 represents and warrants that performance under the Grant Contract or participation in the Grant Program will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. 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 Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, the Supreme Court represents and warrants that in the administration of Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including, where applicable for any subrecipients, Chapter 176 of the Texas Local Government Code. The Supreme Court will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. The Supreme Court will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this Grant Contract. The Supreme Court must disclose to the OAG, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative

to its performance under this Grant Contract. The Supreme Court will take the necessary steps to ensure 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 Grant Contract and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Supreme Court’s 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 or operations in Texas. The Supreme Court agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances 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. ADDITIONAL TERMS AND CONDITIONS

11.1 Indemnification. The Supreme Court will take the necessary steps to ensure that all recipients and subrecipients receiving funds from the Supreme Court under this Grant Contract agree to be responsible for all types of claims whatsoever, including, without limitation, the use of automobiles or other transportation, due to the actions, omissions, or performance of its owners, incorporators, officers, directors, employees, volunteers, agents, or any third parties related to this Grant Contract and the Grant Program, and that the recipient or subrecipient will indemnify and hold the OAG and the State of Texas harmless from and against any and all claims arising out of their actions, omissions, or performance related to this Grant Contract and the Grant Program. **THE SUPREME COURT WILL TAKE THE NECESSARY STEPS TO ENSURE ANY RECIPIENT OR SUBRECIPIENT RECEIVING FUNDS FROM THE SUPREME COURT UNDER THIS GRANT CONTRACT SHALL BE OBLIGATED TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE ENTITY, RECIPIENT OR SUBRECIPIENT, OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE SUPREME COURT WILL TAKE THE NECESSARY STEPS TO ENSURE THAT THE DEFENSE SHALL BE COORDINATED BY ANY RECIPIENT OR SUBRECIPIENT RECEIVING FUNDS FROM THE SUPREME COURT UNDER THIS GRANT CONTRACT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THAT A RECIPIENT OR SUBRECIPIENT RECEIVING FUNDS FROM THE SUPREME COURT UNDER THIS GRANT CONTRACT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE SUPREME COURT WILL TAKE THE NECESSARY STEPS TO ENSURE ANY RECIPIENT OR SUBRECIPIENT RECEIVING FUNDS FROM THE SUPREME COURT UNDER THIS GRANT**

CONTRACT AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree not to 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, social media post, 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.

11.3 Intellectual Property. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree that where funds obtained under this Grant Contract may be used, wholly or partially, to produce original books, manuals, films, or other original material and intellectual property, recipient and subrecipients may copyright such material and intellectual property subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license for the OAG to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use, such material and intellectual property (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 its sole discretion.

The Supreme Court shall obtain from recipient, subrecipients, contractors, and subcontractors (if any) all rights and data necessary to secure the forgoing license for the benefit of the OAG. If a proposed recipient, 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 this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Program funds through a project or activity performed under this Grant Contract is considered “Program Income.” Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by the Supreme Court to further the Grant Program objectives of the project or activity funded under this Grant Contract, 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 Program Income in accordance with the OAG’s reporting instructions. The Supreme Court must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must 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.

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

11.6 No Solicitation or Receipt of Funds on Behalf of the 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 Grant 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.

11.7 No Subcontracting or Assignment Without Prior Written Approval of the OAG. The Supreme Court may not subcontract, assign, or delegate any of its rights or duties under this Grant 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 Grant Contract. The Supreme Court will take the necessary steps to ensure the recipient and subrecipients understand and agree with this provision. Any attempted subcontracting, assignment, or delegation in violation of this provision is void and without effect.

11.8 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.

11.9 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 during the Contract Term who will be working on any matter covered by this Grant Contract. The Supreme Court will take the necessary steps to ensure that the recipient and subrecipients understand and agree with this provision.

11.10 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant 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.

11.11 Inclusion of Terms within Grant Contracts with Recipient and Subrecipients. The Supreme Court will require recipient and subrecipients to comply with the provisions of this Grant Contract to the extent compliance is needed to support the Supreme Court’s compliance with this Grant Contract. These requirements may be specifically stated or referenced in the grant contracts with recipient and subrecipients.

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

11.12.1 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 other authorized 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 56A.001 of the Texas Code of Criminal Procedure.

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

recipient and subrecipients agree 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.

11.12.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or other authorized claimants in civil matters shall 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 recipient or subrecipient, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.12.4 Other Restrictions. Grant Funds shall not be used to directly fund lobbying for or against any candidate or issue; class action suits against any party; or other lawsuits, causes of action, defenses, or claims against governmental entities except as specifically provided below.

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, Supplemental Nutrition Assistance Program (SNAP) or 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.

Grant Funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

11.12.5 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.

11.12.6 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, paralegals, or other legal services providers. 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(s).

11.12.7 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.

The OAG, in its sole discretion, may further limit, authorize, or define the scope of permitted legal services offered by the recipient and subrecipients during the Contract Term.

11.13 Business with Iran, Sudan, or Terrorist Organizations. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract, represent and warrant that they do not, and shall not during the Contract Term, engage in any business operations, including, without limitation, 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, as prohibited by Section 2252.152 of the Texas Government Code.

11.14 Does Not Boycott Israel. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represent and warrant that they do not currently boycott Israel as defined under Texas Government Code, Section 808.001(1), and will not boycott Israel during the Contract Term.

11.15 No Use of Grant Funds for Lobbying. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant 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.

11.16 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, the Supreme Court represents and warrants that it will include the following clause in the award documents for any subawards, subrecipients, contractors, or subcontractors who may receive Grant Funds indirectly through this Grant Contract and require their certification accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract or award may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application

for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application.”

11.17 Excluded Parties. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certify that the individual or business entity named as a recipient or subrecipient is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.18 Political Polling Prohibition. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certify that the individual or business entity named as a recipient or subrecipient does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.19 Financial Participation Prohibited Affirmation. Pursuant to the requirements of Section 2155.004(b) of the Texas Government Code, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certify that the individual or business entity named as a recipient or subrecipient is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Human Trafficking Prohibition. Pursuant to the requirements of Section 2155.0061 of the Texas Government Code, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certify that the individual or business entity named as a recipient or subrecipient is not ineligible to receive the specified contract or grant funding and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Prior Disaster Relief Violation. Pursuant to the requirements of Sections 2155.006 and 2261.053 of the Texas Government Code, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certify that the individual or business entity named as a recipient or subrecipient is not ineligible to receive the specified contract or grant funding and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.22 Cybersecurity Training Program. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represents and warrants its compliance with Sections 2054.5191 or 2054.5192, as applicable, of the Texas Government Code relating to the cybersecurity training program and certification for those who have access to a government computer system or database.

11.23 Debarment and Suspension. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of grant funds under this Grant Contract certify that neither it nor its

principals are suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and will not become so during the term of the Grant Contract. The recipient and subrecipients acknowledge that this Grant Contract may be terminated and all payments withheld if this certification becomes inaccurate during the term of the Grant Contract

11.24 Debts and Delinquencies. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract agrees that any payments due under this Grant Contract shall be applied first towards any debt or delinquency that is owed to the State of Texas.

11.25 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.26 Dispute Resolution. The dispute resolution process provided for in Chapters 2260 and 2009 of Texas Government Code, as applicable, shall be used by the Parties, recipient and subrecipients of Grant Funds under this Grant Contract to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

11.27 Executive Head of a State Agency Affirmation. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the start date of this Grant Contract or Grant Program was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.28 Governing Law and Venue. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

11.29 Law Enforcement Agency Grant Restriction. The Supreme Court will take necessary steps to ensure that if the recipient and subrecipients of Grant Funds under this Grant Contract are a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, that the recipient and subrecipients will represent and warrant that they will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that the law enforcement agency is in the process of achieving compliance with such rules. This requirement applies to all applicable subawards and must be present in applicable subaward contracts.

11.30 Legal Authority. The Supreme Court will take necessary steps to ensure the recipient

and subrecipients of Grant Funds under this Grant Contract represent that it possesses legal authority to apply for participation in the Grant Program and receipt of Grant Funds. A resolution, motion or similar action has been duly adopted or passed as an official act of the recipient's or subrecipients' governing body, authorizing the execution of documents related to the Grant Program, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of recipient and subrecipients of Grant Funds under this Grant Contract to act in connection with this Grant Contract and to provide such additional information as may be required

11.31 Limitations on Grants to Units of Local Government. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract acknowledge and agree that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.32 Lobbying Expenditure Restriction. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represent and warrant that the OAG's payments to recipient and subrecipients of Grant Funds under this Grant Contract and receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.33 Open Meetings. If the recipient and subrecipients of Grant Funds under this Grant Contract are a governmental entity, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.34 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in Texas may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represent and warrant that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that Section, to receive a grant or otherwise enter into a contract payable with state funds.

11.35 Subaward Monitoring. The Supreme Court represents and warrants that it will take necessary steps to ensure that the recipient and subrecipients are monitored, as necessary, to ensure

that Grant Funds are used for authorized purposes and achievement of Grant Program performance goals, in compliance with applicable statutes, regulations, and the terms and conditions of their receipt of Grant Funds. In addition, the Supreme Court will ensure the recipient represents and warrants that the recipient will monitor the activities of subrecipients, as necessary, to ensure that any subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

11.36 Public Camping Ban. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represent and warrant that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If recipient and subrecipients of Grant Funds under this Grant Contract are currently being sued under the provisions of Local Government Code Section 364.003, or sued under this Section at any point during the Contract Term, recipient and subrecipients of Grant Funds under this Grant Contract must immediately disclose the lawsuit and its current posture to the Supreme Court.

11.37 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, the Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract represent and warrant that it will not use Grant Funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.38 Force Majeure. Neither the Supreme Court nor the OAG shall be liable to the other Party for any delay in, or failure of performance, of any requirement included in this Grant Contract caused by force majeure. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation systems, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and/or which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform as quickly as possible.

11.39 Independent Contractor Status. The Supreme Court will take all necessary steps to ensure that any recipient or subrecipients receiving Grant Funds from the Supreme Court under this Grant Contract understands and agrees that it is an independent contractor, and under no circumstances shall any owners, incorporators, partners, officers, directors, employees, volunteers, or other agents of any recipient or subrecipients be considered an employee, agent, servant, joint venturer, joint enterpriser, or partner of the OAG, or the State of Texas by virtue of this Grant Contract.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

12.1 Construction of Grant Contract. The provisions of section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant 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 Grant Contract.

12.2 Entire Agreement, including all Exhibits. This Grant 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 Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that this Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein shall not be a waiver of that Party's right to demand strict compliance in the future irrespective of the length of time for which a Party may have failed to insist. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent to, or waiver of, any breach or default in the performance of any obligation of this Grant Contract.

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

12.7 Signature Authority. The undersigned represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. The Supreme Court will take necessary steps to ensure the recipient and subrecipients of Grant Funds under this Grant Contract agree and acknowledge that if they sign a contract with a false statement or it is subsequently determined that they have violated any of the representations, warranties, guarantees, certifications, or affirmations included in a contract, or any documents submitted in connection with a contract related to the Grant Program, then the recipient and subrecipients of Grant Funds under this Grant Contract will be in default under their contract and the Supreme Court may terminate or void their contract .

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

**OFFICE OF THE ATTORNEY
GENERAL OF TEXAS**

**THE SUPREME COURT
OF TEXAS**

DocuSigned by:
Lesley French
D98CA6B070F6470...

Printed Name: Lesley French
Office of the Attorney General

DocuSigned by:
Nathan L. Hecht
0D860BBAC91046B...

Printed Name: Nathan L. Hecht
Chief Justice

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

OAG Grant Contract No. C-01586

**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, immediate family member of a victim, or other authorized claimant. Services provided must be to persons eligible under Article I, Section 31 of the Texas Constitution and Texas Code of Criminal Procedure, Chapter 56A.

CHECKLIST

I. In order to be eligible as a **victim** under Article 56A.001 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
 Suffer 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 Texas.
- B. Be a resident of this state; and
 Suffer 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 56A.001] if the criminally injurious conduct or actions had occurred in Texas.
- C. Be a resident of this state; and
 Suffer 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 56A.001, 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
 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 56A.001, 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:

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

**OAG Grant Contract No. C-01586
Exhibit B
Program Statistical Report**

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

1. Names of recipient and all subrecipients awarded funds under this Grant Contract.
2. Total amount of Grant Contract funds awarded to each recipient and subrecipients.
3. Guidelines used to select recipient and subrecipients awarded funds under this Grant Contract.

Report on Recipient (Quarterly)

4. Total amount paid with Grant Contract funds for the administration of the Grant Contract.
5. Total amount paid with Grant Contract funds for audit and oversight of recipient and/or subrecipients.
6. Title of each person salaried with Grant Contract funds.
 - a. Total amount paid with Grant Contract funds in direct salaries.
 - b. Total amount paid with Grant Contract funds in fringe benefits.
7. Total amount paid with Grant Contract funds for professional and consultant services.
8. Total amount paid with Grant Contract funds for travel costs.
9. Total amount paid with Grant Contract funds for equipment costs.
10. Total amount paid with Grant Contract funds for supply costs.
11. Total amount paid with Grant Contract funds for indirect costs.
12. Total number of financial/programmatic monitoring performed of subrecipients.
13. Total number of new, ongoing, or closed cases per recipient, including the type of cause of action initiated.

Report on Subrecipients (Quarterly)

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