

## INTERAGENCY COOPERATION CONTRACT

**OAG Contract Number: 1878123-01**

This contract is entered into by the state agencies shown below as Contracting Parties, under Texas Government Code, chapter 771.

### **Section 1. CONTRACTING PARTIES:**

The Supreme Court of Texas (“SCOTX”)

The Office of the Attorney General of Texas (“OAG”)

### **Section 2. PURPOSE:**

The Texas Legislature appropriated funds to 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. SCOTX has implemented and is currently managing the funding of a state-wide system for delivery of civil legal services to low income Texans. OAG and SCOTX agree that the most cost effective and efficient means of delivering legal services to victims of crimes is to utilize SCOTX’s management and oversight infrastructure. OAG will provide funding to SCOTX 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 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 SCOTX will identify at least one recipient (“recipient”) of these grant funds and in turn, that recipient will then identify a number of sub-recipients (“sub-recipients”) of these grant funds.

### **Section 3. TERM:**

This contract shall begin on September 1, 2017, and shall terminate on August 31, 2018, unless terminated earlier in accordance with section 9 of this contract. Nothing in this contract is intended to prevent the parties from amending this agreement. Any amendments to this contract must be in writing and signed by the Contracting Parties.

### **Section 4. SCOTX’S CONTRACTUAL SERVICES:**

SCOTX will:

**4.1** Identify and contract with appropriate entities, recipient, and sub-recipients, to deliver state-wide crime victim-related civil legal services;

- 4.2 Plan, develop and implement financial and management controls to effectively manage the delivery of legal services and to reimburse recipient and sub-recipients for crime victim-related legal services;
- 4.3 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;
- 4.4 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;
- 4.5 Have the sole right and responsibility to manage, control, and make all decisions for services, including planning, implementation, operation, procurement, and contracting;
- 4.6 Require that recipient and sub-recipients fully comply with Article I, Section 31 of the Texas Constitution; Chapter 56 of the Texas Code of Criminal Procedure; and any other applicable state or federal provisions relating to this grant program;
- 4.7 Establish and communicate to recipient and sub-recipients receiving contract funds the eligibility requirements that will be used to conduct eligibility screening for each individual seeking victim-related civil legal services; and
- 4.8 Require that recipient and sub-recipients obtain audits in accordance with the State of Texas Single Audit Circular performed by an independent auditor under generally accepted government auditing standards covering financial and compliance audits.

## **Section 5. SCOTX'S OBLIGATIONS**

### **5.1 General Matters**

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

**5.1.2 Cooperation; Additional Information.** SCOTX shall cooperate fully with OAG. In addition to the information contained in the required reports, other information may be required as requested by OAG.

**5.1.3 Notification of Changes in Authorized Official or Grant Contact.** SCOTX shall submit, within ten (10) business days, notice to 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. SCOTX shall promptly notify OAG, preferably in advance, of a change in the address or main telephone number of SCOTX.

To change an Authorized Official, SCOTX must submit a written request on SCOTX's letterhead, with an original signature of someone with authority to act on behalf of SCOTX. To change the Grant Contact, SCOTX must submit a written request on SCOTX's letterhead signed by an Authorized Official.

**5.1.4 Standards for Financial and Programmatic Management.** SCOTX shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. SCOTX will take steps to ensure the provisions of this contract relevant to recipient and sub-recipients are included in those contractual documents.

## **5.2 Programmatic Statistical Reports.**

**5.2.1 Quarterly Statistical (Performance) Reports.** SCOTX shall submit to 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 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 OAG (data that must be included in the Program Statistical Report is attached hereto in Exhibit B). The four quarters of the fiscal year respectively end on the last day of each of the following months: November, February, May and August.

**5.2.2 Final Programmatic Statistical Report.** A Final Programmatic Statistical Report must be received by OAG no later than thirty (30) calendar days following the end of each fiscal year during the Contract Term. The Final Programmatic Statistical Report must be received by OAG no later than September 30, 2018.

**5.3 Annual Closed Case Summary Report.** An Annual Closed Case Summary Report must be received by OAG no later than thirty (30) calendar days following the end of each fiscal year during the Contract Term. The Annual Closed Case Summary Report must be received by OAG no later than September 30, 2018.

**5.4 Intake Screening for Victim-Related Civil Legal Services.** SCOTX will ensure that recipient and sub-recipients shall conduct eligibility screening for each individual seeking victim-related civil legal services. SCOTX will ensure recipient and sub-recipients agree to use the intake screening form supplied by 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 shall be maintained by SCOTX or by recipient in one or more central locations as determined by SCOTX and shall be made available at any reasonable time to OAG or any party OAG determines should have access to the documents.

**5.5 Other Reports.** From time to time, OAG may request additional reports from SCOTX. SCOTX will comply with all reasonable requests.

**5.6 Security and Confidentiality of Records.** SCOTX 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 OAG's access to such records and other information, assuming OAG is not otherwise prohibited from access to the information.

SCOTX will take the necessary steps to ensure recipient and sub-recipients understand and are bound by 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.

**5.7 Public Information.** SCOTX acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to Rule 12 of the Rules of Judicial Administration or the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format under Section 2252.907 of the Texas Government Code.

**5.8 Financial Matters; Audits; Monitoring of Recipient and Sub-recipients.**

**5.8.1. Annual Budgets.** With regard to recipient's use of funds pursuant to this contract, SCOTX will require recipient to submit to 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, the number of personnel employed under the grant, and the annual time estimated to be spent working on grant-related activities. With regard to sub-recipients' use of funds pursuant to a contract, permitted by this Contract, between recipient and sub-recipients, SCOTX will obtain from sub-recipients, and submit to OAG, each sub-recipient'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 contract between recipient and the sub-recipient, including budget details in each cost category, the number of personnel employed under the contract, and the annual time estimated to be spent working on grant-related activities, before any funds are paid to that sub-recipient.

For each recipient and sub-recipient that receives funding pursuant to this contract, SCOTX shall:

**5.8.1.1** Identify state awards made, by informing recipient and sub-recipients of the state program name, state program number, award name and number, and award year.

**5.8.1.2** Require recipient and sub-recipients to comply with applicable federal and state laws, including the Uniform Grant Management Standards ("UGMS") or any other requirements relevant to recipient's or sub-recipients' performance. Recipients and sub-recipients will also be required to ensure they will adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants.

**5.8.1.3** Require recipient and sub-recipients to ensure they have obtained all licenses, certifications, permits, and authorizations necessary to perform their responsibilities and are currently, and will remain, in good standing with all agencies that regulate any aspect of recipient's and sub-recipient's operations.

**5.8.1.4** 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 received in a timely manner and completed in accordance with the applicable rules and regulations, including 2 CFR Part 200, titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; ensure recipient and sub-recipients take the appropriate and timely corrective action as indicated in an audit or other financial examination; and notify OAG of audit findings and resolutions.

**5.8.1.5** Monitor the activities of recipient and sub-recipients as necessary to ensure grant funds are used for authorized purposes, in an efficient and effective manner, to reasonably achieve the performance goals.

**5.8.1.6** If requested, submit copies of contracts between recipient and sub-recipients involving these grant funds.

**5.8.2. Monthly Invoices.** For the purposes set out in this contract, SCOTX may submit to OAG a monthly invoice requesting the reimbursement of its actual costs or may submit to OAG an invoice requesting an advance payment of reimbursable costs. If SCOTX requests an advance of reimbursable costs, the invoice must be accompanied with a statement and explanation that an advance is necessary to enable SCOTX to provide the services or resources anticipated under this contract.

**5.8.3 Advancement of Funds.** At the request of SCOTX, OAG may advance funds to SCOTX to enable it to provide necessary services or resources. If an advance is made under this section, OAG and SCOTX shall ensure after the services or resources are provided, that SCOTX has received only sufficient funds to reimburse its total costs. If the funds advanced to SCOTX are in excess of SCOTX's actual costs, SCOTX shall promptly refund the excess payment to OAG. Under Texas Government Code, Section 771.007, an advance of funds is deemed a reimbursement for the purpose of Texas Government Code, Section 771.008.

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

**5.8.5 Refunds and Deductions.** If OAG determines that SCOTX has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, SCOTX shall refund to OAG the amount of the reimbursement identified by OAG as an overpayment. OAG, in its sole discretion, may choose to offset and deduct the amount of the overpayment from any reimbursement

amount owed, but not yet paid by OAG, to SCOTX. SCOTX shall refund any overpayment to OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from OAG unless an alternate payment plan is specified by OAG.

**5.8.6 Purchase of Equipment; Maintenance and Repair; Title upon Termination.**

SCOTX will ensure recipient and sub-recipients understand and agree not to give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. SCOTX will require, by contract, recipient and sub-recipients to permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. SCOTX will ensure recipient and sub-recipients understand and agree to maintain a current inventory of all equipment purchased with contract funds, which shall be available to OAG at all times upon request; however, as between OAG and SCOTX, recipient, and sub-recipients, title for equipment will remain with SCOTX.

SCOTX will ensure recipient and sub-recipients understand and agree to maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract, to ensure the full availability and usefulness of such equipment. In the event SCOTX, recipient, or sub-recipients is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, equipment purchased under this contract, the proceeds shall be used to repair or replace the equipment.

**5.8.7 USAS Fund Transfers.** OAG shall timely reimburse SCOTX 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 OAG will initiate the transfers. SCOTX shall provide OAG with all necessary USAS coding elements.

If deemed appropriate by OAG, SCOTX may be placed on Direct Deposit status. If SCOTX is placed on Direct Deposit status, it will complete and submit to OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by 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, in which case OAG will continue to provide SCOTX with a copy of reimbursement vouchers.

**Section 6. OAG'S OBLIGATIONS:**

**6.1 Monitoring.** OAG is responsible for monitoring SCOTX to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**6.2 Maximum Liability of OAG.** The total amount of this contract shall not exceed the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**. Any change to the maximum liability of OAG must be supported by a written amendment to this contract, signed by the parties.

**6.3 Limited Reimbursement of Expenses.** OAG shall be obligated to reimburse SCOTX for all actual and allowable allocable costs incurred by SCOTX under this contract. OAG is not obligated to pay unauthorized costs.

**6.4 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 provisions of this contract. OAG and SCOTX agree that any act, action, or representation by either party, their agents, or their employees that purports to increase the maximum liability of OAG is void, unless it is contained in a written amendment to this contract. SCOTX agrees that nothing in this contract will be interpreted to create an obligation or liability of OAG in excess of the funds delineated in this contract.

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

**Section 7. SUBMISSION OF INFORMATION TO OAG:**

OAG will designate methods for submission of information to OAG by SCOTX. 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.

**7.1 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 OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**7.2 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 – Contracts and Asset Management 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 OAG, may be submitted to:

OAG-Grants@oag.texas.gov

## **Section 8. RECIPIENT’S AND SUB-RECIPIENTS’ OBLIGATIONS:**

**8.1 General Terms and Conditions.** In addition to other provisions required by law or this agreement, SCOTX will ensure contracts with recipient and sub-recipients under this contract will conform to the following requirements:

**8.1.1 Federal and State Laws, Rules and Regulations, and Other Relevant Authorities.** Recipient and sub-recipients must comply with all applicable federal and state laws, including the Uniform Grant Management Standards, Texas Government Code, chapter 783, and any other requirements relevant to the performance of SCOTX, recipient, or sub-recipients under this contract.

**8.1.2 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** Recipient and sub-recipients must adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by SCOTX. SCOTX, recipient, and sub-recipients shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**8.1.3 Conflicts of Interest; Disclosure of Conflicts.** Recipient and sub-recipients must certify they have not given or offered to give, nor do they 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 SCOTX or 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.

**8.1.4 Compliance with Regulatory and Licensing Bodies.** Recipient and sub-recipients must obtain all licenses, certifications, permits and authorizations necessary to perform their responsibilities under this contract and must be, and remain, in good standing with all regulatory agencies that regulate any or all aspects of their business or operations. Recipient and



sub-recipients must agree to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts, and federal governmental bodies related to their right to conduct business in Texas. Recipient and sub-recipients must agree to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

**8.2 Special Terms and Conditions.** In addition to other provisions required by law or this agreement, SCOTX will ensure contracts with recipient and sub-recipients under this contract will conform to the following requirements:

**8.2.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** Any recipient receiving funds from SCOTX under this contract must understand and agree 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 an employee, agent, servant, or partner of OAG or the State of Texas, or part of any joint venture or joint enterprise with OAG or the State of Texas. Further, recipient and sub-recipients receiving funds from SCOTX under this contract must agree 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 a recipient's or sub-recipient's owners, incorporators, officers, directors, employees, volunteers or any third parties, and that the entity or recipient will indemnify and hold OAG and the State of Texas harmless from and against any and all claims arising out of their actions or performance.

**8.2.2 Publicity; Intellectual Property.** Recipient and sub-recipients must understand and agree not to name OAG, generally, 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 recipient and sub-recipients (nor may recipient and sub-recipients authorize anyone else to do so), without the express written consent of OAG.

Recipient and sub-recipients must understand and agree to grant a royalty-free, non-exclusive, and irrevocable license to OAG or the State of Texas (or federal government, if federal funds are expended under this grant) to reproduce any original books, manuals, films, or other original material and intellectual property recipient and sub-recipients create or develop using funds obtained under this contract. Recipient and sub-recipients must grant OAG the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property created using funds obtained under this contract.

**8.2.3 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 recipient and sub-recipients 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. Recipient and sub-recipients shall identify and report this income in accordance with OAG's reporting instructions. Recipient and sub-recipients shall expend program income during

this contract term; program income not expended in this contract term shall be refunded to SCOTX, and if applicable, OAG.

**8.2.4 No Supplanting.** Recipient and sub-recipients 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.

**8.2.5 No Solicitation or Receipt of Funds on Behalf of OAG.** Recipient and sub-recipients must agree that any solicitation for or receipt of funds of any type by any entity receiving funds from SCOTX under this contract is for the sole benefit of that entity and is not a solicitation for or receipt of funds on behalf of OAG or the Attorney General of the State of Texas.

**8.2.6 No Subcontracting or Assignment without Prior Written Approval.** Recipient or sub-recipients may not subcontract or assign any of the rights or duties under this contract without the express prior written approval of SCOTX, or if applicable, OAG.

**8.2.7 No Grants to Certain Organizations.** Consistent with the current General Appropriations Act, recipient and sub-recipients must confirm they do not make contributions to campaigns for elective office or endorse candidates.

**8.2.8 U.S. Department of Homeland Security's E-Verify System.** Recipient and sub-recipients must ensure that they utilize 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.

**8.2.9 No Waiver of Sovereign Immunity.** Recipient and sub-recipients must agree that no provision of this contract is in any way intended to constitute a waiver by OAG or the State of Texas of any immunities from suit or from liability that OAG or the State of Texas may have by operation of law.

**8.2.10 Inclusion of Terms within Grant Contracts with Recipients.** Recipient and sub-recipients must comply with the provisions of this contract to the extent compliance is needed to support SCOTX's compliance with this contract. These requirements may be specifically stated or referenced in the grant contracts with recipient and sub-recipients.

**8.2.11 Limitation on Civil Legal Services Providers.** If recipient or sub-recipients are a provider of civil legal services to victims of crime, recipient and sub-recipients must comply with the following:

**8.2.11.1 Services to Indigent Clients.** Recipient and sub-recipients 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.

**8.2.11.2 Eligibility Screening.** Recipient and sub-recipients shall conduct an eligibility screening for each individual seeking victim-related civil legal services. Recipient and sub-recipients must agree to use the intake screening form supplied by OAG. A copy of all intake screening forms shall be maintained by recipient and sub-recipients in a central location and shall be made available to OAG or any party OAG determines should have access to these documents at any reasonable time.

**8.2.11.3 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 provision may not be applicable in any case where recipient and sub-recipients determine, 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.

**8.2.11.4 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.

**8.2.11.5 Cooperation and Collaboration.** Recipient and sub-recipients must 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.

**8.2.11.6 Professional Conduct.** In accepting and pursuing matters for clients, recipient and sub-recipients 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. Recipient and sub-recipients must exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

**8.2.11.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), recipient and sub-recipients 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 recipient and sub-recipients. For cases that are referred by recipient and sub-recipients to a private attorney, recipient and sub-recipients shall make available to the accepting attorney a standard form retainer agreement that may be modified based on the agreement between the attorney and client.

**8.2.12 Governing Law; Venue.** Recipient and sub-recipients must agree any contracts arising out of this contract are made and entered into in the State of Texas. Any contracts arising out of this contract must 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, recipient and sub-recipients must 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 state or federal districts courts in Austin, Texas.

**8.2.13 Dispute Resolution.**

**8.2.13.1** Recipient and sub-recipients must agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code, as further described herein, to attempt to resolve any claim for breach of contract made by recipient or sub-recipients.

**8.2.13.2** Recipient's and sub-recipients' claims for breach of contract that cannot be resolved in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, recipient or sub-recipient shall submit written notice, as required by Subchapter B, to SCOTX's contact with a copy to the Chief Justice or his/her designee. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of recipient or sub-recipient and SCOTX otherwise entitled to notice under the relevant contract. Compliance by recipient or sub-recipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

**8.2.13.3** The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is recipient's and sub-recipients' sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by SCOTX or the State of Texas if the alleged claims are unable to be resolved under Chapter 2260, Subchapter B, of the Texas Government Code.

**8.2.13.4** Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of a contract by SCOTX nor any other conduct of any representative of the agency relating to a contract shall be considered a waiver of sovereign immunity.

**8.2.13.5** The submission, processing, and resolution of recipient's or sub-recipients' claim is governed by the published rules, if any. If no SCOTX rules have been published, then Title 1, Chapter 68 of the Texas Administrative Code adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended, shall govern.

**8.2.14 Non-waiver.** Recipient and sub-recipients must agree that the failure of any party to this contract or a contract arising out of this contract to insist upon strict performance of any of the terms or conditions contained in those contracts, irrespective of the length of time for which such failure exists, shall not be a waiver of a party's right to demand strict compliance in the future. Recipient and sub-recipients must agree that no consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract or any contract arising out of 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 or any contract arising out of this contract.

**Section 9. TERMINATION:**

This Contract may be terminated by either Party upon written notice provided to the other Party thirty (30) calendar days in advance of the effective date of termination.

**Section 10. ENTIRE AGREEMENT:**

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

**Section 11. CERTIFICATIONS AND ACKNOWLEDGMENT:**

The undersigned Contracting Parties do hereby certify that (1) the services specified above are necessary, authorized, and essential for activities that are properly within the statutory functions

and programs of the Contracting Parties; (2) this contract serves the interests of efficient and economical administration of state government; (3) this contract does not jeopardize the ability of the agencies to carry out their legislative mandates and will not affect the budget of the agencies such that employees must be terminated in order to pay the requested amount; (4) this contract does not exceed reasonable attorney fees for similar legal services in the private sector; (5) this contract is not prohibited by Texas Government Code Section 771.003, Subsection (b) or (c); (6) the services rendered pursuant to this contract are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (7) the services provided herein do not constitute information resources technologies and are not subject to Texas Government Code Section 2054.001 *et seq.*

OAG further certifies that it has authority to contract for the services pursuant to this contract by the authority granted in Texas Government Code Section 402.001 *et seq.* and the General Appropriations Act.

SCOTX further certifies that it has authority to contract and perform the services pursuant to this contract by the authority granted in its enabling statute and the General Appropriations Act.

The undersigned parties bind themselves to the faithful performance of this contract.

**The Supreme Court of Texas**

**Office of the Attorney General**

Chief Justice Nathan L. Hecht  
**Nathan L. Hecht**  
Chief Justice

Jeffrey C. Matier  
**Attorney General or his designee**

**Date:** 8/14/2017

**Date:** 8/14/2017

## EXHIBIT A

OAG Contract No. 1878123-01

### 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  
 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 this state.

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 56.32] if the criminally injurious conduct or actions had occurred in this state.

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 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  
 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:**

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**Injury:**

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**Connection of Legal Services to the Injury:**

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## EXHIBIT B

OAG Contract No. 1878123-01

### Program Statistical Report

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

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

### Report on Sub-recipients (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 sub-recipients who benefited from the victim-related civil legal services.
22. Total number of requests from all sub-recipients for civil assistance that were rejected.
23. Total number of counties served and total number of cases closed per county from all sub-recipients.