



members, or claimants.

## **SECTION 2 OAG RESPONSIBILITIES**

The OAG will:

- 2.1** Provide funding, supporting a cost reimbursement basis, not to exceed the maximum amount stated herein, to the Supreme Court; and
- 2.2** Have the right to receive information, status reports, financial information and programmatic reports arising out of this contract.

## **SECTION 3 SUPREME COURT RESPONSIBILITIES**

The Supreme Court will:

- 3.1** Identify and contract with appropriate entities, “recipients” and/or “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/or subrecipients for crime victim-related legal services;
- 3.3** Maintain detailed programmatic and financial records and permit the OAG or the Office of the State Auditor to evaluate the appropriateness and accuracy of the financial and management controls;
- 3.4** Collect data and deliver reports to the OAG to permit the OAG to report the status and success of this effort to the Legislature or other interested individuals;
- 3.5** Have the sole right and responsibility to manage, control and make all decisions regarding planning, implementation, operation, and procurement and contracting for services, made the subject matter of this contract;
- 3.6** Require that the recipient and/or subrecipients fully comply with Article I, Section 31 of the Texas Constitution; the Texas Code of Criminal Procedure, Chapter 56; and any other applicable state or federal provisions relating to this grant program, in implementing this contract;
- 3.7** Establish and communicate to the recipient and/or subrecipients receiving contract funds the eligibility requirements that will be used to conduct eligibility screening for each individual seeking

victim-related civil legal services; and

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

## **SECTION 4 REPORTS**

### **4.1 Financial Reports.**

**Quarterly Financial Status Report.** The Supreme Court shall submit to the OAG a quarterly Financial Status Report, regardless of whether or not expenses have been paid during the quarter covered by the Financial Status Report. The Quarterly Financial Status Report must be accompanied by supporting documentation. The four quarters end the last day of the month of November, February, May and August. Accordingly, the first Quarterly Financial Status Report must be received by the OAG not later than December 20, 2009, and continuing until the last Quarterly Financial Status Report which is due on September 20, 2011.

**Final Financial Status Report.** A Final Financial Status Report shall be submitted to the OAG no later than thirty (30) calendar days following the end of each fiscal year during this contract term. The first fiscal year begins September 1, 2009 and ends August 31, 2010; accordingly, the first Final Financial Status Report must be received by the OAG no later than September 30, 2010. The second fiscal year begins September 1, 2010 and ends August 31, 2011; accordingly, the second Final Financial Status Report must be received by the OAG no later than September 30, 2011.

### **4.2 Programmatic Statistical Reports.**

**Quarterly Programmatic Statistical Report.** The Supreme Court shall submit to the OAG a quarterly Programmatic Statistical Report on a form provided by the OAG. The Report shall be submitted no later than the 30<sup>th</sup> day of each month following the end of the quarter. The report shall contain the data shown in Exhibit B, which is attached hereto and incorporated herein, and includes expenditures for administration, detailing audit and oversight activities conducted relating to the subcontracts, and other information deemed necessary by the OAG. The four quarters end the last day of the month of November, February, May and August. The first Program Statistical Report must be received by the OAG not later than December 30, 2009 and continuing until the last Quarterly Programmatic Statistical Report which is due on September 30, 2011.

### **4.3 Annual Closed Case Summary Report.**

An Annual Closed Case Summary Report must be received by the OAG no later than thirty (30)

calendar days following the end of the fiscal year during the contract term. The first fiscal year shall begin September 1, 2009 and end August 31, 2010. The first Annual Closed Case Summary Report must be received by the OAG no later than September 30, 2010. The second fiscal year shall begin September 1, 2010 and end August 31, 2011 and therefore, the second Annual Closed Case Summary Report must be received by the OAG no later than September 30, 2011.

#### **4.4 Intake Screening for Victim-Related Civil Legal Services.**

The Supreme Court or its designee shall conduct eligibility screening for each individual seeking victim-related civil legal services. The Supreme Court agrees to use the intake screening form supplied by the OAG (a copy of the intake screening form is attached hereto as Exhibit A). A copy of all intake screening forms and supporting documentation for each shall be maintained by the Supreme Court or by its designee in one or more central locations as determined by the designee and shall 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.

### **SECTION 5 FINANCIAL MATTERS; AUDITS; MONITORING OF RECIPIENTS AND/OR SUBRECIPIENTS**

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

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

**5.1** Identify state awards made, by informing each recipient of the state program name, state program number, award name and number, and award year;

**5.2** Require recipients and/or subrecipients to comply with the applicable federal and state laws, rules and regulations, directives, guidelines, OMBs, executive orders, Uniform Grant Management Standards (“UGMS”), including all the applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreement ' \_\_.14 or any other authorities relevant to the recipient’s performance, including any authorities relating to programmatic, financial, accounting and/or funding. Recipients and/or 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.

**5.3** Require recipients and/or subrecipients to ensure they have obtained all licenses, certifications, permits and authorizations necessary to perform their responsibilities and are currently is in good standing with all regulatory agencies that regulate any aspect of the recipient’s operations.

**5.4** Establish procedures to provide requested technical assistance; procedures to ensure that annual independent financial audits, if appropriate or other audited financial statements, related management letters, and management responses are completed and received in a timely manner, and done in accordance with the applicable rules and regulations, including Single Audit Requirements of OMB Circular A-133 (Audits of state, local, governmental, and non-profit organizations); procedures to ensure that recipients have taken the appropriate and timely corrective action as indicated in an audit or other financial examination; and procedures to notify the OAG of audit findings and resolutions.

**5.5** Monitor the activities of recipients and/or subrecipients as necessary to ensure that the use of grant funds are for authorized purposes, reasonably achieve the performance goals and used in an efficient and effective manner.

**5.6** Submit copies of all contracts entered into with entities or persons for Professional and Contractual services as noted under Annual Budgets.

## **SECTION 6 TERM OF CONTRACT**

The term of this contract shall commence on September 1, 2009 and shall terminate on August 31, 2011, unless terminated sooner by mutual agreement of the OAG and the Supreme Court. If the OAG and the Supreme Court mutually agree to terminate the contract, in whole or in part, sooner than August 31, 2011, such termination will be without recourse, liability or penalty.

## **SECTION 7 CONTRACT AMOUNT**

During fiscal year 2010, the total amount of this contract shall not exceed **TWO MILLION FIVE HUNDRED THOUSAND and 00/100 (\$2,500,000) DOLLARS**. With regard to FY 2010, if there

is an unexpended balance at the end of FY 2010 said unexpended balance shall be carried forward into FY 2011 and added to the sum of **TWO MILLION FIVE HUNDRED THOUSAND and 00/100 (\$2,500,000) DOLLARS** appropriated for FY 2011. The total amount of this contract, through August 31, 2011, shall not exceed **FIVE MILLION and 00/100 (\$5,000,000) DOLLARS**.

## **SECTION 8 BASIS FOR CALCULATING REIMBURSABLE COSTS AND PAYMENTS**

**8.1 Advancement of Funds.** At the request of the Supreme Court, the OAG will advance funds to the Supreme Court to enable the Supreme Court to provide the services or resources. 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, 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.

**8.2 Reimbursement.** The OAG shall reimburse the Supreme Court the actual costs of providing the services or resources, or the nearest practicable estimate of that cost, up to the total contract amount as stated in Section 7. Reimbursement with contract funds is not entitlement or right. Reimbursement, among other things, depends upon strict compliance with all terms, conditions and provision of this contract.

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

**8.4 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.

## SECTION 9 SPECIAL TERMS AND CONDITIONS

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

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

The Supreme Court will take the necessary steps to ensure that the recipient and/or subrecipients understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, recipient and/or subrecipient may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and recipient and/or subrecipient hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

**9.3 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by any entity receiving funds from the Supreme Court under this contract is for the sole benefit of that entity and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**9.4 No Grants to Certain Organizations.** Consistent with Rider 12, Item Number 6, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), the Supreme Court will take the necessary steps to ensure that each recipient confirms that it does not make contributions to campaigns for elective office or endorse candidates.

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

## **SECTION 10 CERTIFICATIONS AND GENERAL PROVISIONS**

**10.1 Certifications; Authority to Contract.** The undersigned contracting parties do hereby certify that (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient, effective, and economical administration of state government; (3) this contract is not prohibited by Texas Government Code, Section 771.003, Subsections (b) or (c); (4) the services provided herein do not constitute information resources technologies and are not subject to Texas Government Code, Chapter 2054; and (6) the services, duties or responsibilities arising out of this contract are not intended to be a joint enterprise.

The OAG certifies that it has authority to contract for the services pursuant to this contract by authority granted in Texas Government Code, Chapter 402, Texas Code of Criminal Procedure, Section 56.541 (e), and the General Appropriations Act, S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 80<sup>th</sup> Leg. Reg. Sess. (2007). The Supreme Court certifies that it has authority to contract for and perform the services pursuant to this contract and Texas Code of Criminal Procedure, Section 56.541 (e).

**10.2 Construction of Contract.** The provisions of Section 1.1 are intended to be a general introduction to this contract and to the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**10.3 Entire Agreement, including Exhibit A and Exhibit B.** This contract, including Exhibit A and Exhibit B, reflects the entire agreement between the OAG and the Supreme Court 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 OAG and the Supreme Court relative to such subject matter.

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

**10.5 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions.



The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**10.6 No Waiver of Sovereign Immunity.** The OAG and the Supreme Court agree that no provision of this contract is in any way intended to constitute a waiver by the OAG, the Supreme Court and/or the State of Texas of any immunities from suit or from liability that the OAG, the Supreme Court and/or the State of Texas may have by operation of law.

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

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

**10.8 Official Capacity.** The OAG and the Supreme Court stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**The Office of the Attorney General of  
Texas**

**The Supreme Court of Texas**

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**Office of the Attorney General**

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**Wallace B. Jefferson  
Chief Justice**

**Date:**

**Date:**

## Exhibit A

### INTAKE SCREENING FOR VICTIM-RELATED CIVIL LEGAL SERVICES

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

#### CHECKLIST

- I. In order to be eligible as a **victim** under article 56.32 of the Texas Code of Criminal Procedure, an individual must qualify under one of the three situations listed below. An individual must:
- A.  Be a resident of this state, another state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or a possession or territory of the United States; and  
 Suffers personal injury or death as a result of criminally injurious conduct, or as a result of actions taken by the individual as an intervener, if the conduct or actions occurred in this state.
  - B.  Be a resident of this state; and  
 Suffers personal injury or death as a result of criminally injurious conduct or as a result of actions taken by the individual as an intervener, if the conduct or actions occurred in a state or country that does not have a crime victims' compensation program that meets the requirements of Section 1403(b), Crime Victims Compensation Act of 1984 (42 U.S.C. Section 10602(b)); and  
 Would be entitled to compensation under this subchapter [article 56.32] if the criminally injurious conduct or actions had occurred in this state.
  - C.  Be a resident of this state; and  
 Suffers personal injury or death as a result of criminally injurious conduct caused by an act of international terrorism as defined by 18 U.S.C. Section 2331 committed outside of the United States.
- II. In order to be eligible as a **claimant** under article 56.32, an individual must be:
- An authorized individual acting on behalf of a victim, or
  - An individual who legally assumes the obligation or who voluntarily pays medical or burial expenses of a victim incurred as a result of the criminally injurious conduct of another; or
  - A dependent of a victim who died as a result of criminally injurious conduct; or
  - 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**

### **Program Statistical Report**

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

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

**Report on Recipients (Quarterly)**

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

**Report on Subrecipients (Quarterly)**

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