



**RE: FY 2025 VICTIM COORDINATOR AND LIAISON GRANT (VCLG) CONTRACT**

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**Contract Number:** C-01579

**Grantee:** Tarrant County Criminal District Attorney's Office

**Amount:** \$49,500.00

**Executed:**

**Term:** September 1, 2024 – August 31, 2025

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
B310000	11310	76125137

# **GRANT CONTRACT**

**OAG Grant Contract No. C-01579**

This contract ("Grant Contract") is executed between the Office of the Attorney General ("OAG") and Tarrant County Criminal District Attorney's Office ("GRANTEE") for certain grant funding. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

## **SECTION 1. PURPOSES OF THIS GRANT CONTRACT**

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program ("Grant Program") is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56A.201 - 56A.204, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this Grant Contract is to provide reasonable contractual controls to ensure that the public purposes of the Grant Program are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56A.201-204 (and more specifically described in Article 56A.052), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the terms, conditions, and limitations of each specific grant contract with each VCLG Grantee, VCLG grant contract funding awarded ("Grant Funds") must be used for victim-related services or assistance.

## **SECTION 2. TERM OF THIS 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. GRANTEE'S CONTRACTUAL SERVICES**

**3.1 GRANTEE's Compliance with Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2024-2025 Grant Application Kit ("Application Kit") which is incorporated to this Grant Contract by reference. GRANTEE acknowledges and agrees that the Application Kit may be supplemented, amended, or adjusted by the OAG and that GRANTEE is charged with knowledge of the current terms of the Application Kit for the duration of the Contract Term. All statements, information, and documentation submitted to the OAG for approval of GRANTEE's participation in the Grant

Program, including narrative and budget, shall be considered, and referred to collectively, as the GRANTEE's "Grant Application."

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The following are at the sole discretion of the OAG:

- (1) the OAG will establish the initial budget as submitted in GRANTEE'S Grant Application;
- (2) the OAG will establish the final project targets, outputs, Special Conditions (defined below), and outcomes based on GRANTEE's Grant Application; and
- (3) the OAG may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items deemed appropriate by the OAG, at any time, during the Contract Term.

**3.3 Grant Narrative.** GRANTEE's Grant Application submitted in response to the Application Kit, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, which is in the possession of, acknowledged, and known by both Parties is hereby incorporated by reference into this Grant Contract. GRANTEE hereby certifies that the information provided in GRANTEE's Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

**3.4 Special Conditions.** The OAG may, in its sole discretion, impose Special Conditions, as that term is defined in the Application Kit, on GRANTEE 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. GRANTEE acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by the OAG. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

## **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that 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 that GRANTEE is required to forward to the OAG shall be promptly forwarded.

**4.1.2 Cooperation; Additional Information.** GRANTEE 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 Organization; Changes in Authorized Official; or**

**GRANTEE Contact.** GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; 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. A change in GRANTEE's name requires an amendment to this Grant Contract pursuant to section 12.3.

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

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body 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.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE 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. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 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, GRANTEE is 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.

## **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall deliver to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each quarter covered by the Contract Term. The four (4) quarters, within each year covered by the Contract Term, end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December thirtieth (30th), March thirtieth (30th), June thirtieth (30th), and September thirtieth (30th).

**4.2.2 Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as submitted in GRANTEE's Grant Application and accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above;
- b. Outputs and Outcomes as submitted in GRANTEE's Grant Application, accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above; and
- c. Program Narratives.

**4.2.3 Written Explanation of Variance.** GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from the projected performance included within the implementation plan submitted by GRANTEE as part of GRANTEE's Grant Application or as otherwise agreed between the Parties. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.4 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format and on a timely basis. GRANTEE shall make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

## **4.3 Financial Matters**

**4.3.1 Grant Budget.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget as established in this Grant Contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant Funds are paid on a cost-reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this Grant Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Grant Contract.

The request for reimbursement will be submitted to the OAG in the form and manner approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year-End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year. The year-end reports shall include the following:

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with Grant Funds.

**4.3.4 Compliance with Single Audit and Annual Independent Financial Audit Reporting Requirements.** GRANTEES shall comply with the following audit reporting requirements as applicable:

- a.** GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization, and management letter of the audit findings, to the OAG within nine (9) months of the end of the fiscal year of the GRANTEE. The Single Audit must meet both the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR 200, and the Texas Grant Management Standards (TxGMS) requirements. For GRANTEES whose

expenditures require the completion of a Single Audit, the submission of an Annual Independent Financial Audit will not satisfy the auditing requirement of this section.

- b. GRANTEES that are required to undergo an Annual Independent Financial Audit (by statute, regulation, or organizational policy) must submit the Annual Independent Financial Audit of the complete program and/or organization, and management letter of the audit findings, if requested by the OAG.
- c. GRANTEES who do not meet the expenditure threshold requiring a Single Audit, and are not required (by statute, regulation, or organizational policy) to complete an Annual Independent Financial Audit, are not required to submit an annual audit to the OAG.

#### **4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice.**

GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the twentieth 20<sup>th</sup> day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE shall submit a final invoice that must be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Allocable Costs.** The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the Contract Term and is not obligated to reimburse any costs or expenses that were incurred outside the Contract Term. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Grant Contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid under this Grant Contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset and deduct any amount of the overpayment from any amount owed to GRANTEE or may require repayment directly from GRANTEE. GRANTEE 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.

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

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds under this Grant Contract. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will 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 GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting 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 discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any Grant Funds or payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

#### **4.4 Compromising Matters**

**4.4.1 GRANTEE Policy on Fraud, Waste, or Abuse and OAG Notification.** GRANTEE must 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 GRANTEE discovers, the GRANTEE 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. GRANTEE 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. GRANTEE 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.

**4.4.2 Reporting of Data Security Incidents.** GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE'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 GRANTEE's



participation in the Grant Program.

**4.4.3 Conduct Unbecoming.** GRANTEE warrants that during the Contract Term, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation, dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

## **SECTION 5. OBLIGATIONS OF THE OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE 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 \$49,500.00. GRANTEE 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. 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 GRANTEE Expenses.**

The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates: altering the scope of GRANTEE's participation in the Grant Program; changing, adding, or eliminating goals which were included in the GRANTEE's final narrative included in section 3.3 above; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than ten percent (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 Entitlement or Right.** Reimbursement under this Grant Contract is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract and all documents incorporated

herein by reference.

**5.5 Funding Limitation.** GRANTEE 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. GRANTEE agrees that the Grant Funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to, and the spending authority of, the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the Grant 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 GRANTEE any remaining balance on this Grant Contract.**

## **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 written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 Termination for Failure to Maintain Financial Viability.** The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

Upon request, GRANTEE will provide the OAG a copy of any document the OAG deems relevant to determining financial viability.

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

Termination of this Grant Contract for any reason, or expiration of this Grant Contract, shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination, expiration, or by its nature would be intended to be applicable following any such termination or expiration. The following terms and conditions (in addition to any others that could reasonably be interpreted to survive but are not specifically identified) survive the termination or expiration of this Grant Contract: sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 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.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any 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.** GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is terminated or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or related documents are resolved. The records include, but may not be limited to, this Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, 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 GRANTEE 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. GRANTEE must include the substance of this clause in all subcontracts related to this Grant Contract.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and 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.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE 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 GRANTEE to the OAG or its designees for the purposes of inspecting, examining, or auditing such items. GRANTEE 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, records, and other relevant information of the entity, person, or contractor(s) 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 GRANTEE with

up to five (5) business days advance notice of any such examination or audit.

**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 GRANTEE 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 GRANTEE 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, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE 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 GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply 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 GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and 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 GRANTEE. 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 GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE'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 amount of this Grant Contract; 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 GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to any 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, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. 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 Grant Contract provisions 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.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, and guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE

under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

**10.2 Uniform Grant Management Act, TxGMS, and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, without limitation, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual Single Audit certification, compliance with annual independent financial audit filing requirement, return of Grant Funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE 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 GRANTEE. GRANTEE 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.

**10.4 Dealings with Public Servants; and Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE 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, GRANTEE 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 Chapter 176 of the Texas Local Government Code. GRANTEE 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. GRANTEE 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. GRANTEE 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 or other change in circumstances relevant to this section 10.4.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to

operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

**10.6 Does Not Boycott Israel.** To the extent required by Texas Government Code, Section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or subrecipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the Contract Term. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor, assignee, or subrecipient. For purposes of this provision, “Boycott Israel” shall have the meaning assigned by Texas Government Code, Section 808.001(1).

**10.7 Law Enforcement Agency Grant Restriction.** If GRANTEE is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, GRANTEE represents and warrants that under article IX, section 4.01 of the General Appropriations Act, GRANTEE will not use appropriated money unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE), or TCOLE certifies that GRANTEE is in the process of achieving compliance.

**10.8 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act during the Contract Term, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State’s Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program.

**10.9 Restriction on Use of Public Money to Facilitate or Provide Gender Transition Therapies to Children.** GRANTEE acknowledges that, under Texas Health and Safety Code Section 161.704, public money may not be used to directly or indirectly provide or facilitate the provision of a procedure or treatment to a child that is prohibited under Texas Health and Safety Code Section 161.702 and is not exempted under Texas Health and Safety Code Section 161.703.

## **SECTION 11. ADDITIONAL TERMS AND CONDITIONS**

### **11.1 Indemnification.**

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE OAG, 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 GRANTEE 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 DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this Grant Contract or GRANTEE's participation in the Grant Program, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced, wholly or partially, using funds obtained under this Grant Contract, subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license, which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license 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.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Grant 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 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 GRANTEE to further the 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. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE 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.

**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 GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of the OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract to the extent necessary to support GRANTEE's compliance with this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 Merging Entities.** If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the Contract Term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges or is absorbed by a non-OAG funded organization, this Grant Contract will terminate upon the effective date of the merger transaction, and the standing organization may not seek the funding of the dissolving organization for the current grant period..

**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.

**11.11 Governing Law; 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.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.12 U.S. Department of Homeland Security's E-Verify System.** GRANTEE 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.

**11.13 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the Grant Funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

**11.13.1 Services to Indigent Clients.** GRANTEE 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 other authorized claimants are defined in Article 56A.001 of the Texas Code of Criminal Procedure.

**11.13.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE 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.

**11.13.3 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 GRANTEE 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 GRANTEE, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.13.4 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 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.

**11.13.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in its 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.

**11.13.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE 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. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter(s).

**11.13.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g., clinics, hotlines, and similar services), GRANTEE 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 GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE 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 GRANTEE during the Contract Term.

**11.14 Business with Iran, Sudan, or Terrorist Organizations.** GRANTEE hereby represents and warrants that it does not, and shall not during the Contract Term, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**11.15 No Use of Grant Funds for Lobbying.** GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE'S 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.

**11.16 Child Support Obligation Affirmation.** Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment may be withheld if this certification is inaccurate. GRANTEE also represents and warrants that it will include the following clause in the award documents for any 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 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees 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:

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

**11.18 Dispute Resolution Process.** The dispute resolution process provided for in Sections 2009 or 2260 of Texas Government Code, as applicable, shall be used by GRANTEE to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

**11.19 Excluded Parties.** GRANTEE certifies that it 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.

**11.20 Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

**11.21 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.22 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.23 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.24 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, GRANTEE certifies it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.25 Cybersecurity Training Programs.** GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system

or database. If GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

**11.26 Debarment and Suspension.** GRANTEE certifies that it and its principals are not 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 or Administration.

**11.26 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** GRANTEE 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.

**11.27 Legal Authority.** GRANTEE represents that it possesses legal authority to apply for Grant Funds and participate in the Grant Program. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with this Grant Contract and to provide such additional information as may be required.

**11.28 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE 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.

**11.29 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, GRANTEE represents and warrants 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.

**11.30 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** In accepting this grant, the GRANTEE:

a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if GRANTEE learns or GRANTEE is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described

above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OAG.

**11.31 Public Camping Ban.** GRANTEE certifies 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 GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the Contract Term, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

**11.32 Disaster Recovery Plan.** Upon request of the OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.33 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.34 Force Majeure.** Neither GRANTEE 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.

**11.35 Independent Contractors.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas by virtue of this Grant Contract. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas by virtue of this Grant Contract.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers

compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

## **SECTION 12. CONSTRUCTION OF THIS GRANT CONTRACT AND AMENDMENTS**

**12.1 Construction of this 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, and Order of Precedence.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the Grant Program and Grant Funds, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to the Grant Program and Grant Funds. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits. In the event of a conflict between the provisions of this Grant Contract document, the OAG's Application Kit, and the GRANTEE's Grant Application, the following order of precedence applies: (1) this Grant Contract document, (2) the OAG's Application Kit, and (3) GRANTEE's Grant Application.

**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, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent to, or waiver of, any breach or default in the performance of any obligation under 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.** GRANTEE agrees and acknowledges that if GRANTEE signs this Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will be in default under this Grant Contract and the OAG may terminate or void this Grant Contract.

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

**OFFICE OF THE ATTORNEY**  
**GENERAL**

**Tarrant County Criminal District**  
**Attorney's Office**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: <sup>Tim O'Hare</sup> \_\_\_\_\_  
Authorized Official

Certificate Of Completion

Envelope Id: EC7F429BACD54C7990E630258BCC264C

Status: Sent

Subject: Please DocuSign: FY 2025 VCLG Grant Contract

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 25

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Lauren Sellers

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Lauren.Sellers@oag.texas.gov

IP Address: 136.62.220.35

Record Tracking

Status: Original

Holder: Lauren Sellers

Location: DocuSign

8/19/2024 1:27:29 PM

Lauren.Sellers@oag.texas.gov

Signer EventsSignatureTimestamp

Tim O'Hare

Sent: 8/19/2024 1:27:32 PM

countyjudgegrants@tarrantcountytexas.gov

Viewed: 8/19/2024 1:43:30 PM

County Judge

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 8/19/2024 1:43:29 PM  
ID: b95776ef-98fc-409c-b4d2-75d3bad745e9

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

GCD Attorneys

Signing Group: GCD Attorneys

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)

Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Victoria Ojeda Victoria.Ojeda@oag.texas.gov Christina Cisneros Christina.Cisneros@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
GCD Contracts GCDContracts@oag.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc		
GAD Contract Box GADContracts@oag.texas.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2024 1:27:33 PM
Payment Events	Status	Timestamps



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### **Electronic signature**

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

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Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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