

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20192044900-403-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Hopkins County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) "VINE Software" means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

Named Entity Participating Entities

County Jail [Yes] | District Court [Yes] | County Court [No]

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$4,654.72 per calendar quarter. ("Quarterly Fee").

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) "Authorized Employees" shall mean Vendor's employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) "Authorized Persons" shall mean (i) Authorized Employees; and (ii) Vendor's contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) "Named Entity Protected Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) "Personal Identifiable Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) "Named Entity's Data" shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) "Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) "Sensitive Personal Information" shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: (903) 438-4040 and by e-mailing Named Entity with a read receipt at dray@hopkinscountytexas.org with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter, and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this 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 state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 (“Confidentiality”) shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY’S USE OF ANY DELIVERABLE

14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. [Intentionally left blank].

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Hopkins County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

Appriss Inc. BY:

Joshua P. Bruner
Signature

11/4/2019
Date

Joshua P. Bruner
Name

EVP Operations & GM Victim Services & Programs
Title

Named Entity BY:

Robert Newsom
Signature

11-15-19
Date

Robert Newsom
Name

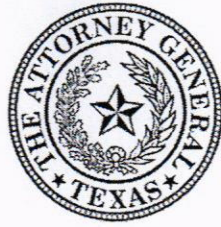
Hopkins County Judge
Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference



RE: FY 2020 SAVNS Grant Contract

Contract Number: 2003531

Grantee: Hopkins County

Amount: \$18,618.87

Executed: 11/15/2019 | 12:18 PM CST

Term: September 1, 2019 – August 31, 2020

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2003531

This grant contract (“Grant Contract”) is executed between the Office of the Attorney General (OAG) and Hopkins County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”). The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is from September 1, 2019 to August 31, 2020. The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2019 and shall terminate August 31, 2020, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant

funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below or otherwise separately authorized by the OAG in writing. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

- h.** Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- i.** Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j.** Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k.** Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor’s performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE’s obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this Grant Contract. 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 the applicable reports on 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. From time to time, the OAG may require additional information from GRANTEE.

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 Grant Contact. GRANTEE shall 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 in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

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

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any 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.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must 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 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. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code,

and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. 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.

4.2.3 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 the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and 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.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting

documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement to stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. 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.

b. **Equipment Inventory Report.** 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 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the

OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.6 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly 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.

4.3.7 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 contract funds. 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 so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.8 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.

SECTION 5. OBLIGATIONS OF 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 OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. 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.

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 funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an

obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be 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 or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

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 also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, 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.

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 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, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or 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' 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 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 State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office 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 State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract.

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 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 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 or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to 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 may be subject to change during the term of the contract, in 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, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this 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.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at 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, at 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 financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing

funding, terminating this 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 the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, and Other Applicable Requirements. GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this Grant Contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, 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, compliance with UGMS and the applicable 2 CFR Part 200, 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 promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall 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 Conflicts of Interest; 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. 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, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. As required by Texas Government Code, section 2270.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, 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.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. 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, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

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.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions

or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this Grant Contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this Grant Contract.

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 any acquisition pursuant hereto, 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 out of funds obtained under this Grant Contract, subject to the 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 (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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 Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the 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 by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in

this Grant Contract term shall 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 supports the activities that are the subject of this Grant Contract.

11.6 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 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 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. GRANTEE agrees the OAG maintains complete discretion in evaluating 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. If 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. 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).

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 No Waiver of Sovereign Immunity. The Parties 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.

11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant 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, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. 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.

11.11 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 after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by 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 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. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full

force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time 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 or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

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

OFFICE OF THE ATTORNEY
GENERAL

Hopkins County

DocuSigned by:
Mark Penley
35E304E4310143D...

DocuSigned by:
Robert Newsom
19334E03288F487...

Printed Name: Mark Penley
Office of the Attorney General

Printed Name: Robert Newsom
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT**OAG Contract No.** 2003531**EXHIBIT A****Population Size:** Medium

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$14,467.87	\$2,527.50	\$1,623.50	\$18,618.87

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.