

**CONTRACT BETWEEN
Texas Council on Family Violence &
Fort Bend County**



This contract is by and between Texas Council on Family Violence (hereinafter "TCFV"), and Fort Bend County (hereinafter "Vendor"). This engagement is wholly represented as a Vendor relationship. Services provided under this agreement are done as requested, not as directed.

Project: Domestic Violence High Risk Team (DVHRT)

The DVHRT concept recognizes that collaboration is critical to an effective response to family violence. The DVHRT site chosen has demonstrated success in their coordinated community response to family violence and are well-poised for this project. Each team will develop a sustainable, collaborative program involving criminal justice system officials and family violence program staff who will prioritize victim safety, encourage victim participation in the systemic response to these crimes and maximize offender accountability.

Term: January 1, 2020 to January 15, 2021.

Vendor Services and Responsibilities:

- A. Vendor will utilize existing expertise in responding to the needs and building upon the strengths of their respective communities while using the TCFV funding to support and foster additional capacity in this regard.
- B. The DVHRT coordinators will commit to attending regular teleconferences and training sessions where they share their successes, failures, and challenges with other DVHRT coordinators in order to promote best practices with other DVHRT sites.
- C. DVHRT coordinators will provide a case tracking report for statistical analysis no later than the 5th of each month for the previous month. A tracking form will be provided by TCFV, excluding any identifying information about the victim(s) or suspect(s) involved. The data gathered will serve the following purposes:
 - a. Analyze progress toward goals and objectives;
 - b. Share best practices with victims and the community as a whole; and
 - c. Serve as a learning platform for future training efforts and identify emerging issues
- D. DVHRT Coordinators are required to attend the mandatory DVHRT conference in Austin, Texas. All costs of attending the conference or summit, including travel, lodging, and per diem, will be reimbursed by TCFV.
- E. Submission of quarterly reports are required to share information on project successes, failures, challenges, and case outcomes. A quarterly report form will be provided by TCFV. **Deadlines are April 5, 2020, July 5, 2020, October 5, 2020, and January 5, 2021.**
- F. Participate in any project evaluation, including onsite meetings with TCFV staff and any contract researchers.
- G. Coordinate with TCFV on any media events related to grant project.

TCFV Responsibilities:

- A. In consideration for all Vendor services to be rendered by Vendor under this Contract, TCFV shall pay Vendor as set forth in this Contract unless delayed by availability of federal and state grant funds.
 - a. TCFV will compensate Vendor a total of \$54,681.00 in 5 installments with the following payment schedule:
 - I. \$6,835.13 upon full execution of this contract.
 - II. \$6,835.13 upon submission of the 1st quarterly report and invoice due by April 5, 2020.
 - III. \$13,670.25 upon submission of 2nd quarterly report and invoice due by July 5, 2020.
 - IV. \$13,670.25 upon submission of 3rd quarterly report and invoice due by October 5, 2020.
 - V. \$13,670.25 upon submission of 4th quarterly report and invoice due by January 5, 2021.
 - b. These funds originate from the Department of Justice, Victims of Crime Act Formula Grant Program CFDA 16.575 and the Criminal Justice Division of the Governors Office.

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- B. TCFV will monitor and evaluate programs to determine the best practices which may in turn be used to encourage the replication and expansion of successful DVHRT models throughout the State of Texas.
- C. TCFV will provide technical assistance, training, consultation, and electronic resources to enhance and advance the DVHRT project.
- D. Submit timely grant reports to funders.

Other Contract Agreements:

- A. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on January 1st, 2020 and automatically terminate on January 15, 2021, unless extended or terminated in writing as otherwise provided for in this Contract. This Contract may be modified only by written agreement of both parties and with 30 days' notice. Such amendments will require the signatures of all parties included on the original contract.
- B. Force Majeure: It is expressly understood and agreed that the Vendor shall not be considered in default by TCFV due to circumstances beyond Vendor's control and without its sole fault or negligence. These circumstances may include, but are not limited to: weather conditions, injury or illness involving irreplaceable personnel, and acts of God or government beyond Vendor's control.
- C. Vendor attests that neither the Vendor nor its principal employees are debarred, suspended, or otherwise excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain contracts, and certain Federal assistance and benefits.
- D. Vendor must treat all information that is obtained through performance of this Contract, including, but not limited to, information relating to applicants or recipients as Confidential Information to the extent that confidential treatment is provided under law and regulations.
- E. While performing the services of this Contract, Vendor must comply with applicable State rules and regulations and TCFV requests regarding personal and professional conduct generally applicable to the service locations.
- F. This Contract shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both parties here to. Each party to this Contract shall act as an independent entity, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. The Vendor shall not be eligible for any benefit available to employees of TCFV, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like. No income, social security, state disability or other federal or state payroll tax shall be deducted from payments made to the Vendor under this Agreement. Vendor agrees to pay all state and federal income taxes and other levies and charges as they become due on account of monies paid to TCFV hereunder, and to defend, indemnify and hold TCFV harmless from and against any and all liability resulting from any failure to do so.
- G. As an independent Contractor, Vendor shall determine the details, methods and means of performing the Vendor services under this Contract. Unless otherwise agreed, Vendor will personally provide the Vendor services and will not subcontract the Vendor services to any other person or entity. Vendor will provide all equipment and materials necessary to perform the Vendor services, although TCFV shall provide Vendor access to a TCFV email account and may permit remote access to its systems and make certain computer equipment and office space available to Vendor as set forth herein when Vendor is on TCFV's premises. Vendor acknowledges and agrees that any access to and permission to use TCFV's email accounts, computer systems, networks and equipment is restricted to legitimate business purposes on behalf TCFV. Any other access to or use of such accounts, systems, network or equipment is without authorization and is prohibited.
- H. Vendor agrees to maintain supporting financial information and documents that are adequate to ensure that claims are made in accordance with applicable Federal and State requirements and are sufficient to ensure the accuracy and validity of Vendor invoices. Such documents, including all original claims forms, will be maintained and retained by Vendor for a period of seven (7) years after the date of submission of the final billing or until the resolution of all litigation, claim, financial management review or audit pertaining to this

Agreement, whichever is longer. Vendor agrees to timely repay any undisputed audit exceptions taken in any audit of the Agreement.

- I. Either party may terminate this Contract with thirty (30) days' written notice.
- J. In the event of a default of the Vendor, TCFV may cancel or suspend the contract, and Vendor shall only be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered, however, expenses incurred for nonrefundable airline tickets will not be reimbursed under these circumstances.
- K. This Contract shall be governed by Texas law and (i) sets forth the entire agreement and understanding between the parties concerning Vendor's independent Vendor engagement and (ii) terminates, supersedes and preempts any and all prior or contemporaneous agreements and understandings, oral or written. Remedies for noncompliance. If the Vendor materially fails to comply with any term of the contract, TCFV may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Vendor,
 - b. Terminate the contract, or
 - c. Take other remedies that may be legally available.

Grant Contacts:

A. TCFV contacts:

- a. For contract administration & payment
Alexandra Cantrell, Policy Manager
Phone: 512-685-6290
Email: acantrell@tcfv.org
- b. For program coordination
David Scott
Phone: 512- 794-1133
Email: dscott@tcfv.org

B. VENDOR contacts:

- a. For contract and program administration
Honorable KP George, County Judge
Phone: (281) 342-3411
Email: county.judge@fortbendcountytexas.gov

By signing this Contract, and based on mutual consideration, the parties hereby understand and agree to the above conditions as listed. The below signatures will act as a final confirmation of both parties' agreement to the contract terms.


KP George

2/26/2020

Print Name of Authorized Contact
Fort Bend County

Date

DocuSigned by:



F546587DD2BD433...
Signature of Authorized Contact
Fort Bend County



Gloria Terry, TCFV Chief Executive Officer

22 January 2020

Date