

State of Texas
County of PANOLA

1. This contract is by and between the **East Texas Council of Governments** (ETCOG) and **PANOLA COUNTY** (hereinafter referred to as the County), and is in aid of Governor's Office, Criminal Justice Division (CJD) Grant No. SF-25417-04, titled **Regional Evaluation Services for Juveniles**. 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 **September 1, 2015**, and shall end on **August 31, 2016**, unless extended or terminated as otherwise provided for in this contract.
2. ETCOG is responsible for closely monitoring the County and the all terms and conditions of the grant. The County agrees to fully cooperate in the monitoring process.
3. Requirements of the *Uniform Grant and Contract Management Standards* (UGCMS) promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB, of the above standards. ETCOG shall keep all project records.
4. The County will furnish the following:
 - a. Invoices for services rendered.
 - b. Information for progress reports.
5. The County will comply with the following:
 - a. **Return this executed contract to ETCOG by October 31, 2015, or forfeit the County's funding allocation. ETCOG staff shall redistribute any forfeited funds to participating counties.**
 - b. Special Limitations (Attachment A to Contract).
 - c. Submission of signed Payment Voucher (PDF attached to email), copy of Invoices/bill(s) for: Psychological and/or Psychiatric examination(s); Substance Abuse brochures and/or Testing materials; Individual and/or Group Counselling services purchased; and the County Certification form to request reimbursement (Attachments B & C to Contract).
 - d. The Texas Family Code, as may be amended from time to time.
6. Payment under this contract will be made as follows: The County shall purchase psychological and/or psychiatric evaluation services for youth referred to the juvenile probation department, during the grant period **beginning September 1, 2015, and ending on August 31, 2016**. Funds to be reimbursed to each county shall be subject to the Special Limitations listed on Attachment A of this Contract. Total reimbursements to all participating Counties shall not exceed the total amount available in the current grant **(\$45,000.00)**. The County shall submit to ETCOG the Evaluations Reimbursement Voucher with original signature (PDF attached to e-mail), a copy of the Invoice/bill for the above-listed services and/or supplies purchased, and the County Certification form with original signature(s) (Attachments B & C to Contract) when making a request for

reimbursement. Reimbursement will normally be made to the County within 60 days of receipt by ETCOG.

7. **If the County has not exhausted its Regional Juvenile Services Allocation on or before July 1, 2016, said County shall notify ETCOG that it *may* be unable to use its allocated grant funds under this contract, so that ETCOG may plan for the possibility of redistribution to another contracted county. If the County has not exhausted its allocated funds on or before July 31, 2016, said County shall notify ETCOG of that fact, and shall release its unused Allocated grant funds for redistribution no later than August 15, 2016. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 10, 2016.** The final report for this grant is due to CJD by September 20, 2016. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.
8. In the event of a default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for all services properly provided prior to the cancellation date.
9. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the County. Failure to comply with this requirement shall be treated as a default.
10. This contract shall automatically terminate on the grant expiration date (**August 31, 2016**) or any extension date thereof granted by the CJD, or upon the termination of the underlying grant by the CJD. **All services &/or supplies billed hereunder must be rendered within the grant period. ETCOG shall not reimburse any request under the grant unless the County bills such supplies &/or services to ETCOG within 10 days following the grant expiration date (August 31, 2016); i.e., by September 10, 2016.**
11. The County agrees and understands that the choice of the counselor, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG shall have no liability or responsibility for conditions of treatment of individual juvenile offenders.
12. The County agrees that psychological and/or psychiatric evaluation services shall be paid on a reimbursement basis, and claims for reimbursement shall reflect the actual costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that **cost reimbursement for actual costs shall not exceed the maximum amount established by the State.**
13. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out

of or in any way related to psychological and/or psychiatric services, or to the expenditure by the County or its subcontractor of funds under this contract. More specifically, the County shall indemnify and hold harmless ETCOG and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of the County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, the County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement, and said tax shall be assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

EXECUTED this 12th day of October, 2015.



Signature of County Judge

Panola County

Name of County

110 S..Sycamore, Room 216-A

Address (street or post office box)

Carthage, Texas 75633 903-693-0391

City State Zip Telephone #

Signature of Authorized Official
For ETCOG

East Texas Council of Governments

Name of Grantee Agency

3800 Stone Road

Address (street or post office box)

Kilgore, TX 75662 (903) 218-6400

City State Zip Telephone #

SPECIAL LIMITATIONS

- I. Reimbursement will be made for: Psychological &/or Psychiatric Evaluation services; Substance Abuse brochures, Testing &/or supplies; and Individual &/or Group Counseling costs for youths referred to juvenile probation departments within the ETCOG region.
- II. **Grant funds provided through this program may not be used to supplant funding previously allocated through the County's budget or any other State or Federal Grant specifically designated for any of the above services for youth.**
- III. Reimbursement for each county will be limited to the amount specified below, plus any funds which might be forfeited and redistributed as a result of a county or counties not returning an executed contract to ETCOG, or as a result of a county or counties de-obligating unused funds.

County Allocation

Anderson	\$15,000.00
Camp	\$500.00
Cherokee	\$1,500.00
Gregg	\$5,000.00
Harrison	\$4,000.00
Henderson	\$1,500.00
Marion	\$500.00
Panola	\$500.00
Rains	\$500.00
Rusk	\$3,000.00
Smith	\$5,000.00
Upshur	\$500.00
Van Zandt	\$7,000.00
Wood	\$500.00
Total	\$45,000.00

REIMBURSEMENT VOUCHER

Mail Payment to: (Name, Title)

Public Safety Director
 East Texas Council of Governments
 3800 Stone Road
 Kilgore, Texas 75662

(County & Address)

Date(s) of Service	Gender (M/F)	Ethnicity/ Non-English speaking? (i.e. W/N)	Age	In School Y/N	School Type Public, AEP or Private	Child's grade level 9-12, 6-8, or 5th & under	Below Fed Poverty Level? (Y/N)	Mental &/or Physical Disability? (M/P/Both)	Testing Cost(s) each	Total \$ Amount

*** Note: Attach copy of receipt/invoice(s) for Evaluations/Testing/Counseling/Supplies being reimbursed. ***

I certify that the above services were rendered / received, that they correspond in every way with the contract under which they were procured, and that the invoice is accurate.	VOUCHER TOTAL					\$
	Signature – Agency Representative				Telephone #	
	Title:				Date:	
ETCOG Approval	Date Approved for Payment		ETCOG DISTRIBUTION ACCOUNT – FS #433			AMOUNT
Signature:						
Title:						
Total Amount Requested to Date:						
Vendor Number	Coded: By.	Check Number	Date:	Amount:		

CERTIFICATION OF SERVICES PROVIDED

Panola COUNTY

I hereby certify that Panola COUNTY purchased the services indicated on the attached itemized statement, and requests reimbursement from the East Texas Council of Governments via the Office of the Governor, Criminal Justice Division grant SF-25417-03. I further certify that the services purchased were not used to supplant previously budgeted County funds or requested from any other State or Federal grant.

County Official, Signature

Lee Ann Jones - County Judge

County Official, Printed Name & Title

Date