

State of Texas
County of Panola

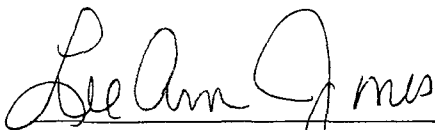
- 1 This contract is by and between the East Texas Council of Governments (ETCOG) and PANOLA COUNTY (hereinafter referred to as the County), and is in aid of Governor's Office, Criminal Justice Division (CJD) Grant No **SF-25417-05**, titled Regional Evaluation Services for Juveniles. It is understood 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, 2016, and shall end on August 31, 2017, 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 in that it will give the East Texas Council of Governments, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine, and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary.
- 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 signed contract to ETCOG by December 1st, 2016, or forfeit the County's funding allocation. ETCOG staff shall redistribute any forfeited funds to participating counties.** A fully executed copy will be sent, immediately upon signature of ETCOG's Executive Director, David Cleveland.
 - b Special Limitations (Attachment A to Contract)
 - c Submission of signed Reimbursement 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 drug and/or alcohol testing supplies for youth, substance abuse related case management, counseling, outpatient and/or treatment services, behavioral management therapies (anger/individual/group or family support services) and psychological and/or psychiatric

evaluation services for youth referred to the juvenile probation department, during the grant period **beginning September 1, 2016, and ending on August 31, 2017**. 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 **all Reimbursement Vouchers with original signature(s)** (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.

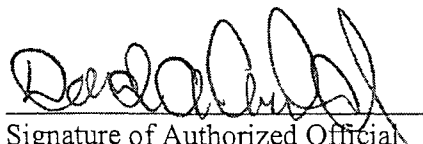
7. **If the County has not exhausted its allocated funds on or before July 31, 2017, said County shall notify ETCOG of that fact, and shall release its unused Allocated grant funds for redistribution to another county no later than August 15, 2017. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 10, 2017.** The final report for this grant is due to CJD by September 20, 2017. 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, 2017**) 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, 2017); i.e., by September 10, 2017.**
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.
14. Grantees and subcontractors must retain all records in relation to this grant and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

EXECUTED this 14th day of November, 2016.



 Signature of County Judge



 Signature of Authorized Official
 For ETCOG

Panola

 Name of County

East Texas Council of Governments

 Name of Grantee Agency

110 S. Sycamore, Room 216-A

 Address (street or post office box)

3800 Stone Road

 Address (street or post office box)

Carthage, Texas 75633 903-693-0391

 City State Zip Telephone #

Kilgore, TX 75662 (903) 218-6400

 City State Zip Telephone #

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-25417-05**. 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

County Official, Printed Name & Title

Date

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	\$12,000.00
Camp	\$1,000 00
Cherokee	\$2,000 00
Gregg	\$5,000 00
Harrison	\$4,500.00
Henderson	\$1,000.00
Marion	\$1,000.00
Panola	\$1,000.00
Rains	\$1,000 00
Rusk	\$4,000 00
Smith	\$5,000 00
Upshur	\$1,000.00
Van Zandt	\$6,000 00
Wood	\$1,000 00
Total	\$45,500.00

*Allocations based on Juv Population & previous year's usage

