

**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 the Office of the Governor (OOG), Criminal Justice Division (CJD) Grant No. **SF-2541711**, 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, 2022**, and shall end on **August 31, 2023**, unless extended or terminated as otherwise provided for in this contract.
2. ETCOG is responsible for closely monitoring the County and 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 31<sup>st</sup>, 2022 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 after 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, 2022, and ending on August 31, 2023**. 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 **(\$40,000.00)**. 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 August 15, 2023, said County shall notify ETCOG of that fact, and shall release its unused Allocated grant funds for redistribution to another county. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 09, 2023.** The final report for this grant is due to CJD by September 30, 2022. 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, 2022**) 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 working days following the grant expiration date (August 31, 2022); i.e., by September 14, 2023.**
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 **any and all CJD-approved services &/or supplies** shall be paid on a reimbursement basis, and claims for reimbursement shall reflect the actual, **reasonably priced** 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. NOTE: Per the OOG, all individual consultants will be capped at \$81.25/hour not to exceed \$650.00/day.**
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 after receiving final payment on this grant.

EXECUTED this 1<sup>st</sup> day of December, 2022.

  
Signature of County Judge

  
Signature of Executive Director  
David A. Cleveland

Panola  
Name of County

East Texas Council of Governments  
Name of Grantee Agency

110 S. Sycamore St  
Address (street or post office box)

3800 Stone Road  
Address (street or post office box)

Carthage, TX 75633 903 693-0391  
City State Zip Telephone #

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 Est. Allocation\***

<b>Anderson</b>	\$8,000.00
<b>Camp</b>	\$1,000.00
<b>Cherokee</b>	\$9,000.00
<b>Gregg</b>	\$5,000.00
<b>Harrison</b>	\$3,000.00
<b>Henderson</b>	\$1,000.00
<b>Marion</b>	\$1,000.00
<b>Panola</b>	\$1,000.00
<b>Rains</b>	\$1,000.00
<b>Rusk</b>	\$1,000.00
<b>Smith</b>	\$5,000.00
<b>Upshur</b>	\$1,000.00
<b>Van Zandt</b>	\$2,000.00
<b>Wood</b>	\$1,000.00
<b>Total</b>	<b>\$40,000.00</b>

\*Allocations based on Juv. Population & Reimbursement Requests from the previous year.

**REIMBURSEMENT VOUCHER**

**Mail Payment to: (Name, Title)**

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

(Enter here County & Address)

Date(s) of Service	Ethnicity / Gender (W/M)	Non-English speaking? (Yes/No)	Age	In School (Y/N)	School Type: Public, AEP or Home	Child's Ed. Grade level: 9-12, 6-8, or 5th & under	Below Fed. Poverty Level? (Y/N)	Mental &/or Physical Disability? (i.e. M/P/Both)	Testing Cost(s) each	Total \$ Amount

**\*\*\* Note: Send 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 # 431 -  
 .00490 Psych EVALUATION(s)**

AMOUNT

Signature:

.00491 Substance TESTING(s) &/or SUPPLIES

.00492 Non-Subst. Ind. &/or Group THERAPIES

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-2541711. 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

David L. Anderson - County Judge  
County Official, Printed Name & Title

11-16-22  
Date