

STATE OF TEXAS

COUNTY OF TYLER _____

Purchase of Juvenile Services Agreement

CONTRACT FOR COUNSELING AND OR MENTALHEALTH SERVICES

In accordance with the provisions of the Governor's Office, Criminal Justice Division Grant Number JA-33366-02, Deep East Texas Council of Governments, hereinafter known as D.E.T.C.O.G., and **Tyler County Juvenile Probation Department**, hereinafter called SERVICE AGENCY, by this Agreement, and in consideration of the mutual promises set forth below, agrees that:

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders, hereinafter referred to as client, by licensed and certified professionals to provide:

- Non-Substance Abuse Related Counseling – Not to exceed \$1,225.00
- A. Payment shall not be due and owing for days that client does not receive services from the Service Agency.
- B. Payment is to be made monthly. Claim for payment will be submitted to Probation Department no later than ten (10) days from the last day of the month for which payment is being requested.
- C. Each billing should contain the name of the client for whom payment is being requested along with the number of sessions (stated consecutively), for which payment is being requested.
- D. It is agreed by and between the parties hereto that the Deep East Texas Council of Governments shall operate as a fiscal agent only for funds paid or to be paid under this agreement. Deep East Texas Council of Governments is the administrator of government grants that may be awarded to Probation Department as described in the beginning paragraph of this contract. All sums due and owing to the Service Agency shall be solely the obligation of the Probation Department. Specifically, Deep East Texas Council of Governments shall not be under any payment obligation to the Service Agency.

Upon receipt of a claim for payment from the Service Agency, the Probation Department shall approve or disapprove such claim. Within seven (7) days of approval, the Probation Department shall submit a request voucher, to the Deep East Texas Council of Governments, in a form as established by Deep East Texas Council of Governments,

requesting payment of its grant funds, to satisfy the claim of the Service Agency. Deep East Texas Council of Governments shall be obligated to pay grant funds of the Probation Department in accordance with the grant awarded to the Probation Department. Any funds due and owing under this agreement from the Probation Department to the Service Agency, which are not payable under said grant, or which are in excess of said grant, are the sole responsibility of the Probation Department.

- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for services in the program by Service Agency.
- F. The Service Agency shall provide each client's Probation Officer with a written report of the client's progress in a timely manner.
- G. The Probation Department reserves the right to terminate the client's services at the Service Agency at its discretion.
- H. The Service Agency agrees that it will permit the Probation Department and Deep East Texas Council of Governments to examine and evaluate its program of services provided under the terms of this contract and to review client records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.
- I. The Service Agency shall provide to the Probation Department and Deep East Texas Council of Governments descriptive information on contracted clients as requested on forms provided by the Probation Department of Deep East Texas Council of Governments.
- J. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Deep East Texas Council of Governments and the State of Texas, books, documents and other evidence pertaining to the cost and expense of this Contract, hereinafter called the Records.
- K. The Service Agency agrees to establish and maintain Records that comply with the requirements of UGCMS and the terms of the grant and any requirement set up by Deep East Texas Council of Governments. Such records shall be maintained by the Service Agency for three (3) years after final payment or until the State approved audit has been made and all questions therefrom are resolved.

- L. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Probation Department is not charged for such fiscal support for which the client is otherwise eligible until such other support is exhausted.
- M. Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that employees are treated fairly during employment without regard to their race, religion, color, sex, national origin, age or handicapped condition.

- N. No Officer, member or employee of Deep East Texas Council of Governments, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project nor any employee or member of the Probation Department, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
- O. The Probation Department and/or the Deep East Texas Council of Governments may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
 - 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by the Deep East Texas Council of Governments and/or the Probation Department in writing) after receiving notice of default;
 - 3. The Service Agency shall repay, if the event of default occurs, any funds advanced for services not yet rendered;

4. The Deep East Texas Council of Governments shall have the sole authority to determine whether a default has occurred;

5. All licenses, legal certificates, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinance must be complied with by the Service Agency. Failure to comply with this requirement shall be treated as a default.

P. This contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.

Q. Termination of the client's services with or receipt of services from the Service Agency shall occur only after notifying the Probation Department of the causes in writing and at least ten (10) days prior to terminating to allow a referral for service.

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Jasper County, Texas.

The contract period will begin on the date of execution of this instrument and will terminate on the 30th day of September, 2019.

Probation Department Representative

Date

Lonnie Hunt, Executive Director
Deep East Texas Council of Governments

Date