

ARK-TEX COUNCIL OF GOVERNMENTS

CONTRACT FOR:

Purchase of Juvenile Services

Grant # 1426625

Contract No:	910-01-45-24-50810-976-05
Modification No:	

ATCOG	CONTRACTOR
Ark-Tex Council of Governments P. O. Box 5307 Texarkana, Texas 75505-5307	Hopkins County P. O. Box 288 Sulphur Springs, Texas 75482

PART I - PARTIES TO CONTRACT: This Contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and Hopkins County, Texas, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in Attachment B, Scope of Services, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: Texas Administrative Code (TAC), Office of Justice Programs Financial Guide, Texas Grant Management Standards (TxGMS)

PART II - ATTACHMENTS: This Contract and/or modification thereto consists of this page plus all of the following identified exhibits and attachments which are hereby incorporated in this contract in their entirety by specific reference:

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PART III - PAYMENT OBLIGATION: ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$2,770.00 in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

PART IV - CONTRACT PERIOD OF PERFORMANCE: The period of performance under the provisions of this Contract shall begin on September 1, 2023, and terminate after July 31, 2024, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

PART V - CONTRACT EXECUTION: ATCOG and Contractor have agreed to the terms of this Contract and executed same as evidenced by the following signatures and dates:

ATCOG	CONTRACTOR
Signature <u>Mary Beth Rudel</u>	Signature <u>Robert Newsom</u> Robert Newsom (Dec 4, 2023 15:12 CST)
Executive Director Ark-Tex Council of Governments	County Judge
Date <u>Dec 4, 2023</u>	Date <u>Dec 4, 2023</u>

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT A
DEFINITIONS**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT A
DEFINITIONS**

SECTION 1.0 SCOPE OF SERVICES DEFINITIONS

1.1. For the purposes of all parts and attachments of this Contract, the following Scope of Services definitions shall apply:

- 1.1.1. Purchase of Juvenile Services - Services procured with funds made available by the Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD), through ATCOG, to assist counties in providing mental health services for juveniles referred to the county juvenile probation departments in the ATCOG region.

SECTION 2.0 PAYMENT AND FISCAL MANAGEMENT DEFINITIONS

2.1. For the purposes of all parts and attachments of this Contract, the following Payment and Fiscal Management definitions shall apply:

- 2.1.1. Cost Reimbursement Contract - A contract in which reimbursement occurs based on accrued expenditures or after costs are incurred, based on actual disbursement of funds, and may or may not be tied to performance.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT B
SCOPE OF SERVICES**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT B
SCOPE OF SERVICES**

SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES

1.1. Contractor shall utilize funds under this contract to purchase juvenile services eligible for reimbursement according to the Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD).

1.1.1. Contractor shall utilize the procurement policies established by Hopkins County in making purchases. The grant provided through ATCOG for this project is subject to decrease each year.

1.1.2. Contractor shall subcontract annually with qualified service providers who will perform services to be reimbursed through this contract. Copies of contracts shall be forwarded to ATCOG prior to services being purchased. Contractor shall maintain records that demonstrate how the quality of services performed by each subcontractor is monitored.

1.1.3. Contractor shall submit semi-annual progress reports (Attachment E, Exhibit 3.0). The progress report will provide information on monitoring the contracted providers for quality service.

SECTION 2.0 ATCOG PROVIDED PERFORMANCE AND SERVICES

2.1. ATCOG shall provide guidance and cooperation in the administration of this contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT**

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**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT**

SECTION 1.0 FUNDING AGENCIES

1.1. In accordance with the terms and purposes of this Contract, the following local, state and/or federal agencies are considered ATCOG grantor/funding agencies:

1.1.1. Texas Office of the Governor-Public Safety Office, Criminal Justice Division (CJD)

1.2. The above agencies and/or their authorized representatives shall, in addition to ATCOG, be afforded the right, as required by state and federal laws and regulations, to access Contractor records, monitor and/or audit Contractor performance, and otherwise engage in related Contract activity.

1.3. The obligations of ATCOG pursuant to the terms of this Contract are only valid and enforceable if sufficient funds are made available to ATCOG by the above agencies for the purpose of performance prescribed by this Contract.

SECTION 2.0 TOTAL CONTRACT PAYMENT OBLIGATION

2.1. Except as provided in Section 2.2. below, ATCOG agrees to pay Contractor compensation for the services described in Attachment B, Scope of Services, a sum not to exceed the amount identified in PART III, PAYMENT OBLIGATION. Said payment is to be provided in accordance with the budget, procedures and restrictions identified in this Contract.

2.2. ATCOG, from time to time, may provide written notification to Contractor in the form of either a unilateral letter of notification with an authorized ATCOG signature or a bilaterally executed Contract amendment, which shall serve either to obligate additional funds under this Contract or to de-obligate funds previously obligated under this Contract. Such notification(s), if any, will specify ATCOG's maximum obligation to Contractor as of the effective date of such notification.

SECTION 3.0 TYPE OF CONTRACT PAYMENT

3.1. ATCOG agrees to compensate Contractor for allowable costs associated with the provision of services identified in Attachment B, Scope of Services, on a cost reimbursement basis.

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PURCHASE OF JUVENILE SERVICES
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PAYMENT AND FISCAL MANAGEMENT**

SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular, as applicable, and the uniform administrative requirements set forth in OMB 2 CFR 200, both as supplemented by the final rules promulgated by the Texas Office of the Governor under the Texas Grant Management Standards, as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

4.2. Allowable costs shall be limited to only those costs and expenditures generated in compliance with the provisions of this Contract within the following cost categories:

4.2.1. Purchase of Juvenile Services

4.3. Under no circumstances shall ATCOG be liable for any otherwise allowable costs which have not been billed to ATCOG within thirty (30) calendar days following termination of this Contract.

SECTION 5.0 INTEGRITY OF FUNDS

5.1 Regardless of all other terms and provisions of this Contract, ATCOG retains the right to suspend all and any payment to Contractor, in whole or in part, to protect the integrity of funds or to ensure proper operation of programs, providing Contractor is given prompt notice and the opportunity for a hearing regarding such suspension within thirty (30) calendar days from such suspension.

SECTION 6.0 CONTRACTOR BUDGET

6.1. Except as provided below, ATCOG shall only pay Contractor for allowable costs that comply with the following Contractor Budget:

<u>Cost Categories</u>	<u>Contract Amount</u>
Purchase of Juvenile Services	\$2,770.00

6.2 Under no circumstances shall total payments exceed the obligation identified in PART III, PAYMENT OBLIGATION.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT C
PAYMENT AND FISCAL MANAGEMENT**

SECTION 7.0 PROGRAM AND INTEREST INCOME

7.1. Income, including program and interest income, generated as a result of performance provided by this Contract, shall be utilized in accordance with all local, state and/or federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

SECTION 8.0 FINANCIAL ACCOUNTING SYSTEM ADEQUACY

8.1. Upon request by ATCOG, Contractor shall demonstrate that its financial accounting systems are adequate to satisfy all local, state and/or federal audit requirements in accordance with Attachment D, Standard Provisions and Assurances, Section 6.0, Audit.

SECTION 9.0 REQUEST FOR PAYMENT

9.1. Contractor shall be responsible for accurately completing and submitting request for payment documents to ATCOG. ATCOG shall be responsible for processing and mailing payment to Contractor upon ATCOG's sole determination that Contractor has satisfactorily provided related performance in accordance with the terms of this Contract, and that the costs involved are allowable as described above. Request for payment documents shall include but not be limited to the following:

- 9.1.1. Purchase Invoice (Attachment E, Exhibit 1.0); and
- 9.1.2. Service Providers request for payment (billing statement)
- 9.1.3. Certification of Juvenile Services Purchased form completed (Attachment E, Exhibit 2.0)

9.2. ATCOG retains the authority and right to either adjust or completely withhold specific payment amounts if, in ATCOG's sole determination, part or all of the payment(s) requested reflect non-allowable costs or said costs and/or Contractor's performance are otherwise in noncompliance with the terms and provisions of this Contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
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STANDARD PROVISIONS AND ASSURANCES**

SECTION 1.0 MAINTENANCE OF EFFORT

1.1. It is understood that the level of services and activities currently being provided by the Contractor shall be maintained by the Contractor except for reductions either unrelated to the provisions, terms and conditions identified in this Contract or resulting entirely from conditions, factors and/or circumstances beyond the control of the Contractor.

SECTION 2.0 PERSONNEL

2.1. Contractor represents that it has or will secure, and agrees to furnish, personnel with the professional classification, skill, and expertise required to perform the services as described. Additionally, the Contractor will assume responsibility for that work ascribed to it in Attachment B, Scope of Services, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from ATCOG. None of the work or services covered by this Contract shall be sub-contracted without prior written approval of ATCOG.

SECTION 3.0 AMENDMENTS

3.1. Any changes, modifications or amendments to this Contract, or renewal thereof, must be made with the prior written approval of ATCOG except as otherwise provided in this Contract. Such changes, modifications or amendments thereto, or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling instrument(s) in case any dispute arises relative to the working of any portion of such changes, modifications or amendments thereof. If any such changes cause an increase or decrease in the cost of, or time required for performance of, any part of the work under this Contract, an equitable adjustment shall be made in writing prior to the implementation of such changes. Any claim for adjustment under this clause must be asserted within thirty (30) days from date of receipt of the change notification by the Contractor. In the event that the conditions, laws and/or regulations governing ATCOG and Contractor activity and performance required by this Contract are amended at any time subsequent to the making of this Contract, ATCOG shall appropriately notify the Contractor in writing. Upon receipt of such notification, Contractor shall have the option of agreeing to such amendments or notifying ATCOG that it cannot comply with such amendments and terminate this Contract.

3.2. Notwithstanding any other provision of this Contract, any change in the maximum obligation of ATCOG hereunder as indicated in this Contract, and all other changes, additions, deletions or other variances in the terms of this Contract must be made only by formal written amendment executed by the parties signatory to this Contract.

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SECTION 4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION

4.1. ATCOG may periodically monitor Contractor for:

4.1.1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and

4.1.2. The administrative and operational effectiveness of the program.

4.2. ATCOG shall conduct periodic assessment reviews and analysis of Contractor's performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by Contractor.

4.3. ATCOG reserves the right to conduct periodic visits and to require Contractor to prepare progress reports as identified in Attachment B, Scope of Services during the time of performance of this Contract, unless otherwise provided for in this Contract.

4.4. When necessary, ATCOG shall present to Contractor written findings of the monitoring and assessment reviews specifying areas of noncompliance and unsatisfactory performance. Contractor shall respond, in writing, in the form of corrective action reports, within a period of time identified in the written findings provided the Contractor. In such corrective action reports, Contractor shall:

4.4.1. Outline and specify, in detail, corrective action planned and taken; and

4.4.2. Specify detailed procedures and actions initiated to preclude recurrence of the practices, discrepancies and irregularities outlined in the monitoring and assessment reviews conducted by ATCOG.

4.5. ATCOG, upon receipt of the requested corrective action plan or statement from Contractor, shall evaluate the corrective action identified and determine whether or not the corrective action identified shall be undertaken, whether alternative action is required, or the goals or standards inherent therein should be modified. Regardless of the course of action taken, ATCOG will ensure that positive actions, procedures, and practices are initiated to preclude recurrence or noncompliance. ATCOG shall provide a written notice to Contractor upon ATCOG's determination that Contractor's corrective action is satisfactory to clear the written findings involved.

4.6. Contractor shall cooperate fully in any program replanning required.

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SECTION 5.0 TRANSFER OF INTEREST

5.1. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of ATCOG thereto.

SECTION 6.0 AUDIT

6.1. Unless otherwise directed by ATCOG, Contractor is subject to the performance of a financial and compliance audit of funds received under this Contract, subject to the following conditions and limitations:

- 6.1.1. ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.
- 6.1.2. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.
- 6.1.3. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.
- 6.1.4. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

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SECTION 7.0 SUBCONTRACTS

7.1. The services to be rendered by Contractor shall not be subcontracted without prior written approval of ATCOG's authorized and signatory representative. Such approvals shall contain full detailed criteria, including but not limited to:

- 7.1.1. Identification of the Subcontractor; and
- 7.1.2. The work or services to be contracted; and
- 7.1.3. Qualification of the Subcontractor; and
- 7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

7.2. ATCOG is in no way liable to Contractor's subcontractor. Subcontractors shall be responsible for any and all performances rendered to ensure compliance with all terms, conditions, and provisions of this Contract as is rendered by the Contractor.

SECTION 8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG

8.1. Either of the parties to this Contract shall have the right in such party's sole discretion and at such party's sole option to terminate and bring to an end performances to be rendered under this Contract in whole or in part, at any time prior to the completion date of this Contract, by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. Upon termination or receipt of notice to terminate, ATCOG shall cancel, withdraw or terminate any outstanding orders or contracts which relate to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs hereunder. ATCOG shall not be liable to Contractor or its creditors for expenses incurred after this termination date.

8.2. ATCOG reserves the right to unilaterally withdraw upon notification any or all funds obligated under this Contract for any of the following reasons:

- 8.2.1. Failure of Contractor to comply with any terms of this Contract; or
- 8.2.2. Failure of the Contractor to comply with applicable local, state, and/or federal laws, amendments, rules or regulations; or
- 8.2.3. Failure of the Contractor to comply with the following financial provisions:

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- 8.2.3.1. Any money under this Contract unspent or unobligated in the performance of this Contract must be returned to ATCOG.
- 8.2.3.2. Financial (expenditure) justification shall include a statement of each financial transaction directed to each separate line item.
- 8.2.3.3. Expenditures shall not exceed such rate or amounts that have been set forth in this Contract.
- 8.2.4. Failure of ATCOG to receive adequate funds for this purpose from appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management.

8.3. Notwithstanding any exercise by ATCOG of its right of early termination pursuant to this Section, Contractor shall not be relieved of any Contractor liability for damages due to ATCOG by virtue of any breach of this Contract by Contractor. ATCOG may withhold any payment to Contractor until such time as the exact amount of damages due to ATCOG from Contractor is agreed upon or is otherwise determined.

SECTION 9.0 ACCESSIBILITY AND RETENTION OF RECORDS

9.1. The Contractor shall give all appropriate local, state and/or federal grantor/funding agencies and their authorized representatives, as identified in Attachment C, Payment and Fiscal Management, access to and right to examine and reproduce all records, books, papers or documents relating to this Contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location. Contractor shall permit and cooperate with any examination conducted pursuant to this Paragraph.

9.2. Contractor shall retain all books, documents, reports, accounting procedures, and other records, pertaining to the operation of programs and expenditures of funds under this Contract for three (3) years from final payment provided under this Contract unless a different period is expressly specified elsewhere in this Contract. If, at the end of three (3) years, there is litigation or if the audit report covering such Contract has not been accepted, Contractor shall retain the records identified above until the resolution of such litigation or audit.

SECTION 10.0 CONTINGENT FEES

10.1. Contractor warrants that no person or company has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage,

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brokerage, or contingent fee, excepting bonafide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the ATCOG shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where an when appropriate.

SECTION 11.0 COORDINATION

11.1. Contractor shall, to the maximum extent feasible, coordinate all programs and activities provided under the terms of this Contract with similar programs and activities provided by Contractor independent of this Contract and with funds and resources provided outside of the scope of this Contract.

SECTION 12.0 SECTARIAN AND POLITICAL ACTIVITY

12.1. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder, shall be used, either directly or indirectly, in support of any sectarian, religious, or anti-religious activity, worship, or instruction.

12.2. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder shall be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor shall comply with the requirements of Restrictions on Lobbying; Certification and Disclosure Requirements imposed by 29 CFR (Pending 4/27/90).

SECTION 13.0 CONFLICT OF INTEREST

13.1. Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

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13.2. Contractor shall assure that no member of its governing body, employee, or agent shall participate in the selection, award, or administration of a subcontract under this Contract where any of the following has a financial interest in the Contract:

- 13.2.1. The employee, officer, or agent; or
- 13.2.2. Any member of his or her immediate family; or
- 13.2.3. His or her financial partner; or
- 13.2.4. An organization in which any of the above is an officer, director, or employee.

13.3. No officer, member or employee of the Texas Office of the Governor – Criminal Justice Division, and no member of its governing body of the locality or localities in which the Contract is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

- 13.3.1. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a direct or indirect personal interest; or
- 13.3.2. Have any interest, direct or indirect, in this Contract or the proceeds thereof. Nothing in this article shall prohibit public officials of units of local governments from serving on Contractor's governing body.

SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

14.1. ATCOG has an Equal Employment Opportunity Plan in place and the ATCOG Human Resources Director acts as the EEO Officer and is responsible for implementing the ATCOG EEO Program. Through the EEO Plan and the EEO Officer, employees are notified that ATCOG provides a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression. Contractor shall also provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression.

In addition to ATCOG's EEO Plan for employees, ATCOG offers the following civic rights information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website

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www.atcog.org/atcog-home/criminal-justice). Contractor shall offer the following information available to employees and also to individuals that participate in (or benefit from) ATCOG's criminal justice grant programs/activities (available on the ATCOG website):

- 14.1.1 ATCOG's criminal justice programs do not discriminate on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.2 ATCOG's EEO Complaint Process (p.8 in ATCOG EEO Plan - on website) should be used when an ATCOG employee, or an individual that participates in (or benefits from) ATCOG's criminal justice programs, files a complaint alleging discrimination on the basis of race, color, national origin, religion, creed, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency.
- 14.1.3 ATCOG does not retaliate against the following individuals:
- 14.1.4 Persons who file discrimination complaints or lawsuits.
- 14.1.5 Persons who participate in discrimination proceedings as witnesses.
- 14.1.6 ATCOG provides access to their criminal justice programs/activities to persons who have limited English proficiency (LEP) by using a language translation/interpretation service when necessary.
- 14.1.7 ATCOG criminal justice programs comply with the Equal Treatment for Faith-Based Organizations guidelines including efforts to ensure the programs do not use direct federal funding to engage in explicitly religious activities and that the program does not discriminate against program participants and/or vendors on the basis of religion or religious beliefs, a refusal to hold a religious belief, or a refusal to participate in a religious practice.

SECTION 15.0 DISPUTES

15.1. Contractor shall utilize the complaint procedure promulgated by those rules, regulations and laws identified in PART I, PARTIES TO CONTRACT, as available, for all complaints arising under activities funded by this Contract unless otherwise provided for by the terms of this Contract.

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SECTION 16.0 COPYRIGHTS AND PATENTS

16.1. Where activities supported by this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable materials, Contractor may copyright such, but ATCOG reserves royalty-free, nonexclusive and irrevocable license to use such materials. Disposition of royalties will be determined by ATCOG. This article must in all employment contracts, consultant agreements and other contracts in which funds received under this Contract are involved.

16.2. If any discovery or invention arises or is developed in the course of or as a result of work performed under this Contract, Contractor shall refer the discovery or invention to ATCOG which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

SECTION 17.0 CLEAN AIR AND WATER ACTS

17.1. Contractor shall comply and assure compliance by its subcontractor with all applicable standards, order, or regulation promulgated pursuant to the Clean Air Act, as amended (42 U.S.C. 1857, et equ.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.). Contractor shall report violations to the appropriate regional office of the Environmental Protection Agency and shall submit a copy of the report to ATCOG.

SECTION 18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS

18.1. Contractor shall comply and shall assure compliance by its subcontractor with the Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333 and the regulations promulgated thereunder to the extent that such provisions apply to Contractor's performance pursuant to this Contract. Contractor shall also comply and shall also assure compliance by its subcontractors with any regulations promulgated by the Secretary of the U.S. Department of Labor establishing standards to protect the health and safety of workers or Contractor employees engaged in performance pursuant to this Contract that are not covered by the above laws, legislation and/or regulations.

SECTION 19.0 FRAUD AND ABUSE PREVENTION

19.1. Contractor shall establish, diligently maintain and utilize internal program management and monitoring procedures sufficient to provide for the proper, effective management of all activities funded under this Contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES**

19.2. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of this Contract when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds or payment under this Contract until such time such fraud and/or misappropriation has been rectified and the funds involved paid back to ATCOG or a written plan for pay back has been accepted by ATCOG.

SECTION 20.0 TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES

20.1. Contractor shall ensure that the performance rendered under this Contract are rendered so as to comply with all the terms and provisions of any contracts, grant agreements and/or any other legally binding contractual document existing between ATCOG and any other local, state and/or federal grantor/funding agency identified in Attachment C, Payment and Fiscal Management, as if these performances were rendered by ATCOG.

20.2. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, a state, or any governmental body or agency having lawful jurisdiction or the authorized representative of agency of any of them. Reference herein to particular rules, regulations and laws of governmental bodies or agencies having lawful jurisdiction shall not be considered restrictive of the applicability of any other rules, regulations or laws applicable to this Contract or the subject matter contained herein.

SECTION 21.0 INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR

21.1. If Contractor is a governmental entity, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

21.2. If Contractor is a non-governmental entity, Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless ATCOG, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor and to any and all subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract.

21.3. ATCOG does not assume any Liability to third persons, nor will ATCOG reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES**

21.4. The Contractor shall give ATCOG or its representatives immediate notice of a suit or action filed, or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall furnish immediately to ATCOG copies of all pertinent papers received by the Contractor in connection with any such suit, action or claim. ATCOG or appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management, shall have the option to intervene in such actions to represent ATCOG's or the above identified agencies' interests.

21.5. It is expressly understood and agreed by both parties hereto that ATCOG is contracting with Contractor as an independent contractor. The parties hereto understand and agree that ATCOG shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Contract.

SECTION 22.0 INSURANCE

22.1. Upon request, Contractor shall furnish ATCOG certificates of insurance evidencing insurance as follows:

22.1.1. Worker's Compensation and Employer's Liability.

22.1.2. Comprehensive General Liability for the following coverage in amounts not less than shown below:

22.1.2.1. Bodily Injuries: \$100,000 per person
(all hazards) \$300,000 aggregate

22.1.2.2. Property Damage: \$ 50,000 per occurrence
(other than auto) \$100,000 single limit

22.1.2.3. Property Damage: \$ 50,000 per occurrence
(automobile)

22.1.2.4. Product Liability Insurance:

Personal Property: \$ 25,000 per accident
Bodily Injury:\$100,000 per accident

22.1.3. Contractor Owned Vehicles:

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
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STANDARD PROVISIONS AND ASSURANCES**

- 22.1.3.1. Liability: \$250,000 per person
Collision/Comp \$500,000 aggregate
- 22.1.3.2. Property Damage: \$100,000
- 22.1.4. Bond coverage in appropriate amounts but not less than \$100,000 for persons who:
 - 22.1.4.1. Write or sign checks.
 - 22.1.4.2. Handle contributions/cash.
 - 22.1.4.3. Handle Contract property, or
 - 22.1.4.4. Handle personal property of clients.

SECTION 23.0 TITLE TO PROPERTY

23.1. ATCOG may assign to the Contractor certain items of real property, equipment and supplies, for use in connection with this Contract. Unless otherwise provided in this Contract, operational right to such property shall vest in the Contractor subject to the condition that the Contractor shall use the property for the authorized purpose and performance prescribed by this Contract for the entire term of this Contract. It is further agreed that the Contractor shall maintain adequate property control records, perform regular inventories every twelve (12) months and submit revisions as incurred to ATCOG, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound business practices.

23.2. Unless otherwise provided in this Contract, the Contractor, upon delivery or acquisition of any such property, assumes the risk of and shall be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this Contract.

23.3. The Contractor shall, upon completion of this Contract or where there is otherwise no longer a need for such property, give written notice to ATCOG within fifteen (15) days to such effect. It is further agreed that upon receipt by ATCOG of such written notice, ATCOG shall issue instructions as to the continued use or disposition of such property to the Contractor pursuant to applicable federal and state regulations.

23.4. All property shall be dealt with in accordance with appropriate state and federal regulations as identified in this Contract.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT D
STANDARD PROVISIONS AND ASSURANCES**

SECTION 24.0 PROGRAM AND FUNDING RECOGNITION

24.1. This Contract, ATCOG, its policy bodies, funding agencies and program sources shall be properly referenced and receive appropriate recognition for the part this Contract and the resource it represents in all activities, services and programs performed under the terms of this Contract.

SECTION 25.0 ORAL AND WRITTEN AGREEMENTS

25.1. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

SECTION 26.0 LEGAL AUTHORITY

26.1. Contractor assures and guarantees that it possesses the legal authority following an official motion, resolution or action passed or taken as required, giving Contractor legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2. The person signing this Contract on behalf of Contractor hereby warrants that he has been fully authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

26.3. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas or Arkansas, as applicable.

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBITS**

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EXHIBIT 1.0

Pay to: Hopkins County Juvenile Probation P.O. Box 288 Sulphur Springs, Texas 75483	Invoice Date	10/1/2023
	Invoice Initiated By:	Jana Waguespack
	Contract #	910-01-45-24-50810-976-05

Bill To: Ark-Tex Council of Governments PO Box 5307 Texarkana, Texas 75505-5307 (903) 832-8636
--

SERVICE DESCRIPTION, DELIVERY DATE/PERIOD	# DAYS/HRS/SESSIONS	PRICE PER DAY/HR/SESSION	TOTAL
Psych Eval, 10-21-23	1	\$250	\$250
SUBTOTAL			\$250
TAX			EXEMPT
TOTAL			\$250

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 2.0**

**CERTIFICATION OF SERVICES PURCHASED
HOPKINS COUNTY**

I hereby certify that Hopkins County purchased the services indicated on the attached itemized statement, and requests reimbursement from the Ark-Tex Council of Governments via Texas Office of the Governor-Public Safety Office, Criminal Justice Division grant 1426625. I further certify that the services purchased were not used to supplant previously budgeted County funds.

County Official, Signature

Date

Date and Amount of Voucher

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 3.0**

Progress Reports and Performance Measure Reports will be emailed to the Hopkins County Juvenile Probation Department and should be submitted to ATCOG by the required dates of **March 8, 2024 and August 15, 2024.**

**HOPKINS COUNTY
PURCHASE OF JUVENILE SERVICES
ATTACHMENT E
EXHIBIT 4.0**

**COOPERATIVE AGREEMENT
HOPKINS, DELTA, AND FRANKLIN COUNTIES**

The Counties of Hopkins, Delta, and Franklin agree to allow the Purchase of Juvenile Services funds allocated to the counties by the Ark-Tex Council of Governments, Texas Office of the Governor-Public Safety Office, Criminal Justice Division grant 1426625, to be contracted with and administered by Hopkins County. The Counties agree to allow Hopkins County to utilize the funds on behalf of Hopkins, Delta, and Franklin Counties for reimbursement of juvenile services purchased in accordance with the Texas Criminal Justice Division rules and regulations.

Robert Newsom

Robert Newsom (Dec 4, 2023 15:12 CST)

County Judge, Hopkins County

Dec 4, 2023

Date

Tanner Crutcher

Tanner Crutcher (Jan 9, 2024 10:17 CST)

County Judge, Delta County

Jan 9, 2024

Date

Scott Lee

Scott Lee (Mar 4, 2024 11:16 CST)

County Judge, Franklin County

Mar 4, 2024

Date










Hopkins County-ATCOG Juvenile Services Contract FY24

Final Audit Report

2024-03-04


Created:	2023-12-01
By:	Patricia Haley (phaley@atcog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADhzz_9Pd1uO1QjS7sXEJh3xruyLmrTKu


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-  Agreement completed.
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