AGREEMENT FOR REIMBURSEMENT FOR MENTAL HEALTH COUNSELING SERVICES

This contract is made and entered into by and between the HEART OF TEXAS COUNCIL OF GOVERNMENTS, hereinafter called HOTCOG, and FREESTONE COUNTY.

WITNESSETH

WHEREAS, HOTCOG has been designated as the Grantee pursuant to a Grant Agreement between the Criminal Justice Division, Office of the Governor, hereinafter referred to as CJD; and

WHEREAS, FREESTONE COUNTY JUVENILE PROBATION DEPARTMENT desires to receive reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care; and

WHEREAS, a contract between HOTCOG and FREESTONE COUNTY which permits FREESTONE COUNTY to receive reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care as defined in the grant award from CJD to HOTCOG and has been authorized by the Executive Committee of the Heart of Texas Council of Governments;

NOW, THEREFORE, HOTCOG and FREESTONE COUNTY, in consideration of the terms, covenants and conditions herein, hereby agree as follows:

I.

HOTCOG agrees to submit request for reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care by FREESTONE COUNTY and/or its subcontractor to CJD and to distribute the resulting reimbursement to FREESTONE COUNTY.

It is agreed and understood the HOTCOG's ability to reimburse FREESTONE COUNTY for the mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care is limited wholly and completely to its receipt of funds from CJD. In no event shall HOTCOG be liable or responsible for the failure of CJD to reimburse for mental health counseling services.

FOR and IN CONSIDERATION of the foregoing, FREESTONE COUNTY agrees to undertake the counseling services in FREESTONE COUNTY in accordance with CJD's directives and requirements and to submit, on a timely basis, requests for reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care along with required reporting documents.

II.

A. In carrying out its activities under the scope of this Agreement, FREESTONE COUNTY shall comply with the terms and provisions of the Uniform Grant and Contract Management Act of 1981, as amended (Tex. Rev. Civ. Stat. Ann. art. 4413 (32)).

B. The type of contract in use here is a cost reimbursement contract.

C. The amount to be paid to FREESTONE COUNTY for the contract period shall be based upon terms, provisions, and grant budgets as set forth in the approved FREESTONE COUNTY allocation of **$1392.00**.

D. FREESTONE COUNTY shall submit requests for reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care which shall be on the prescribed forms as provided in Exhibit A and shall only include allowable costs incurred. All requests for reimbursement must be accompanied by copies of documentation of expenditures incurred to be reimbursed by HOTCOG. Also, proof of payment (copy of check) of such expenditures must be included as appropriate documentation. The allowable cost of performing the work under this contract shall be the cost actually incurred by FREESTONE COUNTY, either directly, incident to, or properly allocable to the contract, in the performance of this contract in accordance with the terms, provided that the same is included in Exhibit A.

E. HOTCOG agrees to submit requests for reimbursement for mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care conducted by FREESTONE COUNTY and to distribute the resulting reimbursement to FREESTONE COUNTY.

F. Final acceptance of the costs to be reimbursed and that are submitted by FREESTONE COUNTY are subject to monitoring by HOTCOG. Final acceptance of any costs submitted for reimbursement is subject to approval by HOTCOG prior to payment.

G. FREESTONE COUNTY'S final request for reimbursement must be received by HOTCOG no later than September 15, 2027, to be considered for payment. Which means there are eleven months (October 1, 2026 – August 31, 2027) to expend the funds.

III.

A. FREESTONE COUNTY shall insure that adequate fiscal records and supporting documentation of all cost reimbursed under the terms of this Agreement are maintained, as appropriate, and in accordance with the provisions of this Agreement and applicable state law. FREESTONE COUNTY shall maintain such fiscal records and supporting documentation of all costs reimbursed until written approval is given by HOTCOG to destroy and dispose such records and documents (a 5-year retention period will usually be required).

B. FREESTONE COUNTY shall insure that CJD, HOTCOG, and/or their duly identified representative has access to and the right to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by FREESTONE COUNTY, its subcontractors and/or any other authorized mental health counseling services for groups and individuals, psychological and psychiatric evaluations, drug tests, placement and costs associated with mental health treatment for long-term care to be reimbursed under the terms of this Agreement.

C. HOTCOG and CJD reserve the right to perform periodic on-site monitoring of FREESTONE COUNTY, FREESTONE COUNTY'S performing subcontractors, agents, or employee and/or any other authorized agent in compliance with the terms and conditions of this Agreement. Following such a monitoring visit, if a written report of findings is warranted, HOTCOG will provide such findings to FREESTONE COUNTY. If the monitoring reports identify non-compliance with the terms and provisions of this Agreement, the monitoring report shall also identify requirements for the timely correction of such deficiencies by FREESTONE COUNTY. Failure by FREESTONE COUNTY to take action specified in the monitoring report may be cause for suspension or termination of this Agreement.

D. Unless otherwise directed by HOTCOG, FREESTONE COUNTY shall arrange for the performance of an annual financial and compliance audit of funds received and costs reimbursed under the terms of this contract, including the Texas Uniform Grant Management Standards (UGMS). FREESTONE COUNTY shall be liable to HOTCOG for any costs disallowed pursuant to financial and compliance audits of funds received under the terms of this contract.

E. CJD requires audits of grants, including sub-grants passed through from CJD grantees, based on federal audit requirements. Office of Management and Budget (OMB) Circular A-133, which sets audit requirements, has been revised. All federal funded CJD grants are now subject to this circular. All state funded grants are also subject to the requirements of this circular as indicated in UGMS. To determine the audit requirement that is relevant to the grantee agency, choose the applicable requirement from the options listed below:

1. Grantee agencies expending a total of $750,000 or more in federal funds, regardless of the source, must submit an annual single audit in accordance with the Single Audit Act Amendments of 1997 and OMB Circular A-133.
2. Grantee agencies expending a total of $750,000 or more in state funds, regardless

of the source, must submit an annual single audit in accordance with the Uniform Grant Management Standards.

3. Grantee agencies expending less than a total of $750,000 in federal funds, regardless of the source, are not required to submit a single audit. CJD may require, however, such a grantee to undergo a limited scope audit as defined in OMB Circular A-133 and will inform the grantee of such a requirement. CJD will notify grantees selected for limited scope audits in advance and will provide funding for such audit procedures. Provisions for such costs should not be included in an application's budget.

4. Grantee agencies expending less than a total of $750,000 in state funds are exempt from the Single Audit Act. CJD may require, however, such a grantee to undergo a limited scope audit as defined in OMB Circular A-133.

Grantee agencies must submit (upon request) to HOTCOG and/or CJD copies of all audit reports, management letters, and management responses. These include both audits as required above and all other audits that the grantee agency undergoes, regardless of the purpose.

CJD grantees must ensure that required audits are completed and submitted to HOTCOG and/or CJD on or before whichever of the following applicable dates is earlier:

- 30 days after the issuance of the auditor's report(s);
- within 13 months after the end of the audited fiscal year for those grantees whose fiscal year begins before July 1, 2026; or
- within nine months after the end of the audited fiscal year for those grantees whose fiscal year begins on or after July 1, 2027.

Awarded grants will bear their fair and reasonable share of audit costs required by CJD in accordance with applicable federal and state cost principles governing allowability and allocability. All CJD grantees, regardless of level of funding, are subject to periodic on-site reviews and audits by HOTCOG and/or CJD. These reviews are designed to complement, not duplicate, any single audit performed.

F. In entering into this contract, FREESTONE COUNTY, its subcontractors, and/or their authorized agents shall comply with all applicable state and federal laws to include, but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d) and with the provisions of 45 C.F.R. 800);
2. Executive Order 11246 (Equal Employment Opportunity), 41 C.F.R., Chapter 60;
3. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990; and
5. Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as applicable.

IV.

FREESTONE COUNTY agrees to provide statistical information, progress report information, and any other information required by HOTCOG and/or CJD when submitting Requests for Reimbursement. Such information will be reported on appropriate form(s) provided by HOTCOG.

V.

It is understood and agreed that, notwithstanding any provisions contained herein to the contrary, HOTCOG's financial obligation to FREESTONE COUNTY under this subcontract will not exceed the total amount of the grant funds obligated by CJD and stated in Section II, paragraph C.

Final acceptance of the costs to be reimbursed and that are submitted by FREESTONE COUNTY are subject to monitoring by HOTCOG and/or CJD and final acceptance of any costs submitted for reimbursement is subject to approval by HOTCOG and/or CJD prior to payment.

HOTCOG shall not be liable for expenditures made in violation of rules, regulations, and guidelines promulgated by CJD or any applicable state or federal law, regulation, rule or guideline.

VI.

FREESTONE COUNTY assures and guarantees HOTCOG that FREESTONE COUNTY possesses the legal authority to enter into this Agreement pursuant to official motion, resolution or action passed or taken by FREESTONE COUNTY's governing body.

VII.

This contract shall be considered in effect upon the 1st day of October 2026 and shall extend through the 31st day of August 2027.

VIII.

Any alterations, additions, or deletions to the terms of this subcontract which are required by changes in CJD's rules, regulations, or federal or state law are automatically incorporated into this Agreement without written amendment and are effective on the date designated by such laws or regulations. It is agreed that this contract may be amended from time to time during the term of the Agreement by HOTCOG issuing policy directives that serve, establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Executive Director of HOTCOG or his designee in the form of a written communication, which have the effect of qualifying the terms of this Agreement. Except as specifically provided by this

Agreement any other alterations, additions, or deletions to the terms of this subcontract shall be a written agreement executed by both parties.

IX.

Either party may terminate this Agreement for any reason upon thirty (30) days written notice. After receipt of a notice of termination, FREESTONE COUNTY shall make no requests for the purchase of juvenile services for which costs will be incurred.

X.

All notices permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage paid, addressed as follows:

FREESTONE COUNTY	FREESTONE COUNTY, Texas Honorable Lloyd Lane 118 E. Commerce St. Fairfield, Texas 75840
HOTCOG	Heart of Texas Council of Governments Mr. Russell Devorsky Executive Director 1514 S New Road Waco, Texas 76711

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

XI.

This Agreement contains the entire agreement of the parties and there are no other promises, terms, or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties, if any.

XII.

This agreement shall be governed by the laws of the State of Texas.

Agreed this 9th day of October, 2026.

FREESTONE COUNTY, Texas

By: _____
The Honorable Lloyd Lane

Heart of Texas Council of Governments

By: _____
Russell Devorsky

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 ,o'clock A M

OCT 09 2026

RENEE GREGORY
Clerk, County Court, Freestone County, Texas
By _____