

# CONTRACT AND AGREEMENT FOR SERVICES COLLIN COUNTY JUVENILE PROBATION DEPARTMENT

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This Agreement is entered into by and between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board ("Contracting Department") and Grace To Change ("Service Provider").

## ARTICLE I – PURPOSE

1.01 The purpose of this Services Agreement is to provide diversion, prevention, and intervention services for youth identified as first-time offenders for possession of marijuana-based products on school property.

1.02 The program is designed to address substance misuse behaviors, provide early intervention services, and prevent youth from entering the juvenile justice system.

1.03 Services will support education, accountability, and behavioral change to reduce recidivism.

## ARTICLE II – TERM

2.01 The term of this Agreement shall be twenty-four (24) months, commencing September 1, 2025 and ending August 31, 2027.

## ARTICLE III – SERVICES

3.01 The Service Provider shall provide diversion services for youth age 10–16 identified as first-time THC-related offenders.

3.02 Services include curriculum development, assessments, counseling, education, and monitoring.

3.03 Participants will complete program requirements including education, parent involvement, and monitoring.

## ARTICLE IV – COMPENSATION

4.01 For and in consideration of the services described herein, the Contracting Department agrees to compensate the Service Provider for costs associated with staffing, program administration, assessments, treatment services, materials, supplies, drug testing, and other program support necessary to implement the diversion and intervention services provided under this Agreement.

4.02 The Contracting Department agrees to pay the Service Provider for services rendered to eligible youth participating in the Grace To Change diversion and intervention program. Services shall be delivered on an ongoing basis throughout each quarter and are not dependent on a fixed module structure. Compensation shall include expenses associated with program administration, intervention services, participant monitoring, treatment referrals, educational programming, and related support services. Total reimbursement for services provided under this Agreement shall **not exceed Fifty Thousand Dollars (\$50,000.00) per quarter**, inclusive of all labor, materials, testing, treatment services, and administrative costs.

4.03 Service Provider agrees to submit an invoice for payment of services to the Contracting Department on a quarterly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced quarter and shall include information deemed necessary for adequate fiscal control, including but not limited to dates of services rendered and summary of program services delivered. Each invoice received for payment will be reviewed by the Contracting Department in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted in proper form shall be paid by the Contracting Department in a timely manner, including no later than thirty (30) days from submission by Service Provider.

4.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from the Contracting Department under this Agreement. Service Provider shall maintain financial records utilizing Generally Accepted Accounting Practices (GAAP). Upon request, Service Provider shall provide the Contracting Department with a copy of its most recent financial audit.

4.05 Service Provider agrees to direct all claims for payment or payment disputes to the Contracting Department's Fiscal Officer. Service Provider shall not contact other department employees regarding payment disputes. All invoices shall be submitted electronically to the following:

**Mitzi Murray**  
Office Manager  
Collin County Juvenile Probation Services  
mmurray@co.collin.tx.us  
972-548-6472

**Nakeysa Moncier**  
Budget Analyst  
Collin County Juvenile Services  
nmoncier@co.collin.tx.us  
972-548-5618

**Cyndi Porter Gore**  
Director

Collin County Juvenile Services  
cgore@co.collin.tx.us  
972-548-6470

4.06 Except to the extent that a party seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Agreement. If a dispute cannot be resolved through negotiation, the dispute shall be submitted to mediation prior to arbitration or litigation. The parties shall mutually select a mediator and share the costs of mediation equally.

4.07 It is understood and agreed that this Agreement may be funded in whole or in part with grant or state funds and may be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.08 Service Provider affirms that it is certified and eligible to receive state funds as required by **Texas Family Code Section 231.006**.

#### **ARTICLE V – ADDITIONAL TERMS & AGREEMENTS**

5.01 It is understood and agreed by the parties that nothing in this contract shall be construed to permit Service Provider, its agents, servants, or employees in any way to manage control, direct or Instruct Contracting Department, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.

5.02 Contracting Department reserves the right to terminate services with Service Provider at its discretion, with or without cause.

5.03 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott" is defined by the Texas Government Code Section 808.001, effective September 1, 2017.

5.04 Contracting Department agrees to:

- A. Supervise students at all times;
- B. Provide appropriate facilities and an appropriate learning environment for operation of classes;
- C. Select and provide students for classes who meet Service Provider's selection criteria;
- D. Collaborate with Service Provider on scheduling of classes and programs;
- E. Provide JSOs to accompany and transport students to and from program events, and to transport students to class and off-site apprenticeship opportunities; and

F. Complete enrollment documents for all students, including by coordinating with students' guardians, in a timely manner.

## **ARTICLE VI – EXAMINATION OF PROGRAM & RECORDS**

6.01 Service Provider agrees that it will permit Contracting Department to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and, upon request, make available to authorized representatives of the State of Texas or Contracting Department any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.

6.03 Service Provider will keep a record of all services provided to Contracting Department under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting Department. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.

6.04 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State and County Auditor's Offices, or any successor Department, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State and County Auditor's Offices or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

## **ARTICLE VII – CONFIDENTIALITY OF RECORDS**

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

7.02 Service Provider and Contracting Department agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

## ARTICLE VIII – DUTY TO REPORT

8.01 As required by §261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child/juvenile within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement Department;
- B. Texas Juvenile Justice Department within 24 hours by calling toll-free 1-8n-786-7263; and
- C. Contracting Department. 972-548-6470.

## ARTICLE IX – DISCLOSURE

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting Department, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Contracting Department:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory Department in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## **ARTICLE X – EQUAL OPPORTUNITY**

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract, the Service Provider agrees it:

- A. Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions, will receive consideration for employment without regard to race, color, religion, sex, or national origin; and
- C. Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.

## **ARTICLE XI – OFFICIALS NOT TO BENEFIT**

11.01 No officer, employee or agent of Contracting Department and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XII – DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

12.01 Contracting Department may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

D. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

E. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

F. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

G. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

### **ARTICLE XIII – TERMINATION**

13.01 The term of this Contract shall be for a period of 24 months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract, effective upon notification. Such termination shall not affect or diminish Contracting Department's responsibility for payment of any amounts due and owing at the time of termination of the contract.

13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

### **ARTICLE XIV – WAIVER OF SUBROGATION**

14.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Contracting Department. Service Provider also waives any rights it may have to indemnification from Contracting Department.

### **ARTICLE XV – INDEMNIFICATION**

15.01 It is further agreed that Service Provider will indemnify and hold harmless Contracting Department against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service

Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting Department for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

#### **ARTICLE XVI – SOVEREIGN IMMUNITY**

16.01 This Agreement is expressly made subject to the Collin County Juvenile Board's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Contracting Department and Juvenile Board has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

#### **ARTICLE XVII – REPRESENTATIONS & WARRANTIES**

17.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for, that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting Department or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance (minimum of \$2,000,000.00 per occurrence) against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Collin County Juvenile Probation upon request. Furthermore, the Contracting Department shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting Department; and
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations

## ARTICLE XVIII – TEXAS LAW

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

## ARTICLE XIX – VENUE

19.01 Exclusive venue for any litigation arising from this Agreement shall be in Collin County, Texas.

## ARTICLE XX – LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## ARTICLE XXI – PRIOR AGREEMENTS

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter. This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing re-entry training and services to youth who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such services will be made by Collin County Juvenile Probation for the children deemed appropriate.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, the parties have execute this Agreement as of the date first above written.

## SIGNATURES

Collin County Juvenile Probation  
Department

By:   
Cyndi Porter Gore, Director

Grace To Change

By:   
Authorized Representation