

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2022 – 2023

The Alabama Department of Youth Services hereby awards to

Baldwin County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of **Three hundred twenty-seven thousand five hundred thirty-two & no/100 dollars (\$327,532.00).**

These funds shall be used to fund non-residential services for Baldwin County youth who would otherwise be committed to the Department of Youth Services (DYS) during this fiscal year. Based on youth needs, the Baldwin County Juvenile Court (BCJC) will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that Baldwin County will provide diversion program services to **44** youth annually with an ongoing capacity of **22** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Transitions Baldwin Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DYS commitment for youth within Baldwin County. Baldwin Co Juvenile Court and the Baldwin Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males and Females between the ages of 12-18
 - Delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
 - Youth with substance abuse that require inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.
- Be developed by or in collaboration with the ***Baldwin County Juvenile Court (BCJC)***;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services no later than November 30. Decisions about renewing grants may be made based on the court's

ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both BCJC and DYS acknowledge that this Award may be terminated at will by BCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2022.

BY: _____
Diversion Program (Director/Agent)

BY: _____
Baldwin County Commission (Fiscal Agent)