

ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to

**Baldwin County Commission**  
(Fiscal Agent, hereinafter called Recipient)

the amount of Three Hundred Two Thousand Eight Hundred Twenty Dollars (\$302,820.).

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). As a result of the interventions funded by these monies, the parties expect that Baldwin County will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting 30+ youth annually, based on a maximum capacity of 10, with an average of 6 months participation in the program.

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

*The Youth Advocate Programs, Inc. (YAP) is a nationally recognized organization which provides community-based alternatives to incarceration. YAP uses a strengths-based model that “wraps” comprehensive individualized services and support networks around young offenders and delinquents. The wraparound model works as an integrated network of local and state Systems of Care to address physical, emotional, intellectual, cultural, and social needs for delinquent youth and their families. Baldwin County’s YAP program will have the capacity to serve 10 youth at a time.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DHS) 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 DHS website
  - Youth with substance abuse that requires inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.
- In order to ensure that the program only serves youth who would have otherwise been committed to DHS, youth with the following characteristics only will not be eligible for participation:
  - Youth charged with harassment, simple assault, or first time misdemeanors, unless mitigating circumstances warrant involvement with 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;
- Maintain data on program participants as required in the DHS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
  - A narrative description of each program funded by the grant
  - Annual summary of participant data
  - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such completed annual report shall be made available to the Alabama Department of Youth Services no later than November 30, in addition to quarterly reports (if requested by DYS). 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 HIT.

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 and/or Medicaid 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 1<sup>st</sup>. 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 will be made available for review. Program records will also be subject to a financial review.

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 extends the prior year agreement for one 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 \_\_\_\_\_, 2018.*

BY: \_\_\_\_\_  
   Baldwin County Commission