

SERVICE AGREEMENT

(Re: Services for Preventing Youth from being placed in Secure Confinement)

This **Service Agreement** (“Agreement”) is entered into by and between the Youth Advocate Programs, Inc. (“YAP”) and the Baldwin County Commission (“COUNTY”), as follows:

W I T N E S S E T H

Whereas, on October 2, 2018, the COUNTY approved the acceptance of an Alabama Department of Youth Services (ADYS) grant agreement in the amount of \$302,820.00 on behalf of the Baldwin County Juvenile Court; and

Whereas, the funds from the ADYS grant must be used for the purpose of providing non-residential services for Baldwin County youth who would otherwise be committed to the ADYS; and

Whereas, the Baldwin County Juvenile Court (BCJC) has identified the YAP Program to be the most beneficial for the targeted youth; and

Whereas, YAP is a nationally recognized organization, with a local office in Mobile, Alabama, that provides community-based alternatives to incarceration; and

Whereas, BCJC has committed to assign youth to such Program when/if such Program became available; and

Whereas, based on the recommendation of the BCJC, the COUNTY has agreed for YAP to provide the subject non-residential services, as required by the ADYS, in close consultation and collaboration with the BCJC.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, YAP and the COUNTY do hereby agree as follows:

1. **Recitals.** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **General Purpose.** The parties acknowledge and agree that the purpose of this Agreement is that YAP, Inc. will provide community-based services for preventing Baldwin County youth from being placed in secured confinement with the ADYS.

3. **Term.** This Agreement shall begin October 1, 2018 and expire on September 30, 2019 unless sooner terminated by either Party with a thirty (30) day written notice.

4. **Scope of Services.**

YAP will:

- A. Provide, in direct collaboration and consultation with the BCJC and its designees, the “wrap-around” community-based service model to youth and their families by using trained advocates who will provide community based and in-home services to juveniles at risk of being committed to the Alabama Department of Youth Services or a local, secure residential facility.
- B. The Court will assign youths to the Program, which will be administered by YAP.
- C. Develop a case action plan for each youth supported by the subject services. Case action plans may include: referrals to community agencies for counseling, parent training, chemical abuse evaluations, and treatment, tutoring, job readiness training, community service, in-home visits by the YAP, Inc. advocates and other services identified.
- D. Although some community-based programs that are utilized by YAP as a resource may be connected in some way to a religious or political group, YAP employees will not independently encourage YAP clients to follow the teachings of a specific religious group or to join a specific political party.
- E. Maintain accurate and thorough data concerning children served by the Program.
- F. Assist in the requisite data collection and self-evaluations of Program effectiveness required of ADYS grantees.
- G. Assist in the production of Program quarterly and annual reports to the ADYS.
- H. Perform any and all services required, or envisioned by, this Agreement in accordance with the applicable rules, regulations and conditions as set forth by the ADYS.
- I. Provide ongoing communications with the COUNTY and the BCJC regarding this service, including updates, emails and etc. as requested. Additionally, YAP will meet with COUNTY as needed or requested.
- J. Either on termination or expiration of this Agreement, for any reason, submit any

and all documents, records or other information, concerning any youth who has been assigned to the Program by the BCJC, to the BCJC for safekeeping.

5. **Standard of Service.** YAP represents and warrants that its services shall be performed within the limits and standards as required by the BCJC or as provided by the COUNTY, and in a manner consistent with the level of care and skill ordinarily exercised by similar programs, agencies or entities under similar circumstances at the time the services are performed.
6. **Professional Qualifications.** For the purpose of this contract, YAP represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
7. **General Responsibilities of the COUNTY.**
 - A. The COUNTY shall provide reasonable notice to YAP and to the BCJC whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of YAP's services hereunder or any defect or nonconformance in the work of YAP.
 - B. The COUNTY shall pay to YAP the compensation, subject to the terms set forth herein, following BCJC approval of all invoices.
8. **No Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
9. **Representation/Warranty of Certifications, Etc.** YAP represents and warrants that YAP is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that YAP shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the COUNTY's option.
10. **Legal Compliance.** YAP shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
11. **Independent Contractor.** YAP acknowledges that it is an independent contractor, and YAP shall at all times remain as such performing the services under this Contract. YAP is not an employee, servant, partner, or agent of the COUNTY and has no

authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that YAP shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. YAP is not entitled to unemployment insurance benefits, and YAP is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

12. **No Agency Created.** It is neither the express nor the implied intent of YAP or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, YAP does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
13. **Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. **Compensation, Rates and Billing.** YAP will send invoices directly to the BCJC for approval on a monthly basis for all services actually provided. Such invoices shall be accompanied by a detailed account of compensation to be paid. The costs identified by YAP shall be substantially consistent with the projected annualized amount to be provided by YAP. Payment shall be made by the COUNTY within thirty (30) days following the COUNTY's receipt and approval of the YAP invoice. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner. In no event shall the financial liability of the COUNTY, as a result of, or anticipated by, this agreement, exceed \$75,705.00 per quarter, or \$302,820.00 for the year, pursuant to the grant received from the Alabama Department of Youth Services for fiscal year 2019 in accordance with the provisions of the grant.

All COUNTY payments of YAP services shall be mailed to:

Youth Advocate Programs, Inc.
Post Office Box 950
Harrisburg, PA 17108

Notwithstanding anything written or implied herein this Agreement to the contrary, YAP services requested and described herein are payable subject to the availability of the underlying grant award from the ADYS. The COUNTY makes no guarantee as to the continued availability of the funds necessary to sustain the subject Program. In the

event that the ADYS discontinues, stops, or otherwise does not fund the grant award as anticipated, the COUNTY reserves all rights necessary to immediately terminate and/or cancel this Agreement with the thirty (30) day written notice as otherwise allowed herein. Under no circumstance will the amounts paid by the COUNTY pursuant to this Agreement exceed the amount of grant funding received by the COUNTY.

15. **Termination or Cancellation of Services.** The COUNTY or YAP may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, YAP shall discontinue its work to the extent specified in the notice.

In the event of termination or expiration, the COUNTY shall pay YAP for all services satisfactorily rendered, and for any expenses deemed by the COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. Notwithstanding anything written or implied in this Agreement, the YAP shall not be entitled to receive any outstanding or unpaid services or expenses if YAP fails to immediately submit, to the BCJC for safekeeping, any and all documents, records or other information, concerning any youth who has been assigned to the Program by the BCJC.

16. **Insurance.** Prior to performing services pursuant to this Agreement, YAP shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should YAP fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold YAP in material default and pursue any and all remedies available.

17. **Indemnification.** YAP shall indemnify, defend and hold COUNTY and its affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission by YAP. YAP shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the termination or expiration of this agreement.
18. **Confidentiality.** The Parties agree to keep all client records confidential and to not reveal client information to any third party without the express written consent of both parties and the client. As part of this requirement and duty, in the event of termination or expiration of this Agreement, YAP shall submit any and all documents, records or other information, concerning any youth who has been assigned to the Program by the BCJC, to the BCJC for safekeeping.
19. **Notices.** All notices, unless otherwise stated, shall be sent as follows:

To YAP:	Youth Advocate Programs, Inc. 2007 North Third Street Harrisburg, PA 17102
To BCJC:	Baldwin County Juvenile Court 312 Courthouse Square, Suite 19 Bay Minette, Alabama 36507
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507
20. **Entire Agreement:** This Agreement represents the entire and integrated agreement between YAP, the Court and the COUNTY and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
21. **Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event

or effect.

22. **All Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both YAP and the COUNTY have contributed substantially and materially to the preparation of this Agreement.
23. **Failure to Strictly Enforce Performance:** The failure of any party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
24. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
25. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

THE REMINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

SIGNATURE AND NOTARY PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of full execution below.

YOUTH ADVOCATE PROGRAMS, INC.

BY: _____

State of Pennsylvania)

County of Dauphin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Youth Advocate Programs, Inc., a Foreign Non-Profit Corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said Youth Advocate Programs, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public, Dauphin County, Pennsylvania
My Commission Expires: _____

BALDWIN COUNTY SIGNATURE AND NOTARY PAGE TO FOLLOW

BALDWIN COUNTY

BY: _____/_____
Frank Burt, Jr. / Date
AS ITS Chairman

ATTEST:

BY: _____/_____
Ronald J. Cink /Date
AS ITS County Administrator

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that Frank Burt, Jr., Chairman of the Baldwin County Commission, and Ronald J. Cink, County Administrator for Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____