

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT - REVISED

Fiscal Year 2022 – 2023

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential diversion services for **Montgomery County** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the **Montgomery County Juvenile Court (MCJC)** 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 this program will provide diversion services to **72** youth annually with an ongoing capacity of **36** 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 Montgomery County Davis Transitions 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 the Montgomery County community. Montgomery Co Juvenile Court and the Montgomery Co Commission will 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 / Females between the ages of 12 – 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the **DYS** website
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**.
- 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 by utilizing the form available on the **DYS** website. Each such completed annual report shall be made available to the Alabama Department of Youth

Services by November 30. Decisions about renewing grants may be made based on the courts' 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 youths reported in the 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 the **MCJC** and DYS acknowledge that this Award may be terminated at will by the **MCJC** 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.

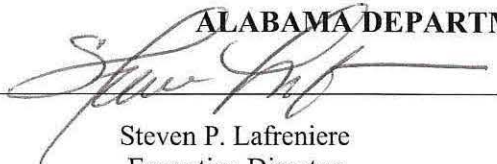
By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for 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 _____ 20th _____ day of _____ September _____, 2022.

BY:



Program Director / Agent

BY:



Montgomery County Commission