

**YOUTH ADVOCATE PROGRAMS, INC.  
SERVICE AGREEMENT**

**A. PARTIES**

This agreement is made between Youth Advocate Programs, Inc. (YAP, Inc.) 2007 North Third Street, Harrisburg, PA 17102 (Tax ID# 23-1977514) and Johnson County, Texas, a political subdivision of the state of Texas, 1102 E. Kilpatrick, Ste. C, Cleburne, Texas 76031.

**B. PURPOSE OF AGREEMENT**

It is agreed upon by both parties that YAP, Inc. will provide Wraparound/Advocacy Services. Services to be provided are further described in the "SCOPE OF SERVICES" section of this agreement.

**C. TERM OF AGREEMENT**

The term of this agreement shall begin September 1, 2015 and end no later than August 31, 2016. The agreement shall be renewable annually upon mutual agreement of both parties.

This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless County gives written notice to Service Provider not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

The amount of payment may be modified by a written amendment agreed to by SERVICE PROVIDER and by the Director of Juvenile Services on an annual basis, subject to the approval of the Johnson County Juvenile Board. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

It is understood, by all parties that payment obligations created by this contract are conditioned upon the availability of State and Federal funds appropriated or allocated for the payment of such obligations.

**D. SCOPE OF SERVICES**

**Please see Program Description attached. (Attachment A)**

**E. COMPENSATION, HOURLY RATES AND BILLING**

Upon referral, Johnson County agrees to pay YAP, Inc. \$ \$28.50 per hour per youth, not to exceed \$ \$80,000.00. See attached budget for specifics.

Supported work may be utilized under this agreement.

YAP, Inc. will bill Johnson County Juvenile Services at 1102 E. Kilpatrick Street, Suite C, Cleburne, Texas 76031, on a monthly basis for all services provided. The invoice will contain the hours of service or the number of days billed. Payments shall be mailed to:

Youth Advocate Programs, Inc.  
P. O. Box 950  
Harrisburg, PA 17108

**F. INSURANCE**

YAP, Inc. agrees to maintain all appropriate liability insurance. Proof of coverage will be provided to Johnson County Juvenile Probation upon request.

**G. 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.

**H ASSIGNMENT**

The parties may not assign or delegate to third parties any rights or duties under this agreement without the express written consent of both parties.

**I CANCELLATION**

Either party may terminate this agreement before the expiration date of the agreement upon thirty (30) days written notice to the other party, when deemed necessary by either party.

**J NOTICES**

Any notice under this agreement may be given to either party in person or by mail at the address given in paragraph A.

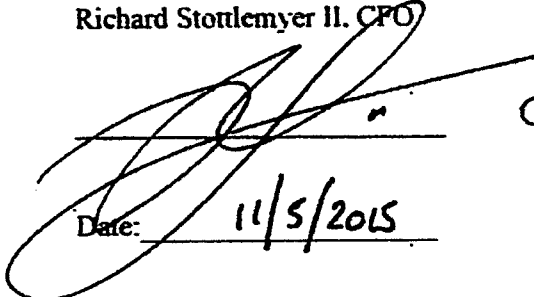
Youth Advocate Programs, Inc (YAP, Inc) efforts on behalf of troubled youth are community-based, meaning that YAP Inc offers family-focused programming and strives to help young people take advantage of beneficial resources that are available near their homes. Although some of these resources may be connected in some way to a religious or political group, YAP Inc employees will not independently encourage YAP Inc clients to follow the teachings of a specific religious group or to join a specific political party.

**K ENTIRE AGREEMENT**

This document contains the entire agreement between the parties. No amendment to this agreement shall be valid unless it is in writing and signed by both parties.

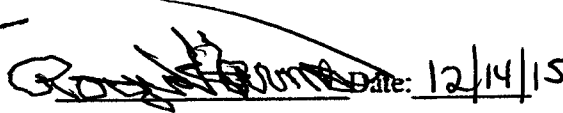
**JOHNSON COUNTY'S "EXHIBIT A, JUVENILE CONTRACT TERMS ADDENDUM" IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.**

Youth Advocate Programs, Inc.  
Richard Stottlemyer II, CFO



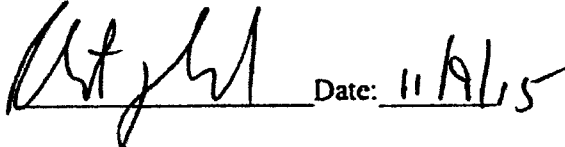
Date: 11/5/2015

Roger Harmon  
County Judge



Date: 12/14/15

Robert Mayfield  
Juvenile Board Chairman



Date: 11/14/15

**Exhibit "A"**  
**JUVENILE**  
**CONTRACT TERMS**  
**ADDENDUM**

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**This agreement is between Johnson County and Youth Advocate Programs, Inc. hereinafter known as SERVICE PROVIDER.**

- 1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Johnson County, Texas.**
- 2. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.**
- 3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.**
- 4. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.**
- 5. The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.**
- 6. Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1 percent each month. Therefore, all provisions to the contrary are hereby deleted.**

7. SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds received from Johnson County under this contract.

8. SERVICE PROVIDER shall retain all records for a minimum of three years or until any pending audits and all questions arising there from have been resolved and shall make available for the Texas Juvenile Justice Department inspection, all contractual agreements with any SERVICE PROVIDER subcontractors.

9. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age, or handicap.

10. SERVICE PROVIDER agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.

11. No officer, member or employee of Johnson County, 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 out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. Services provided under this agreement shall be provided in accordance with all applicable state and federal laws and regulations pertinent to the SERVICE PROVIDER'S provision of services.

13. SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

14. SERVICE PROVIDER certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The SERVICE PROVIDER states

that it is not ineligible to receive State or Federal funds due to child support arrearages.

15. In the event of any conflict between either the terms and provisions of this addendum and the terms and provisions of those contractual provisions tendered to Johnson County, this addendum shall control.

16. Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall require a subpoena to be issued.

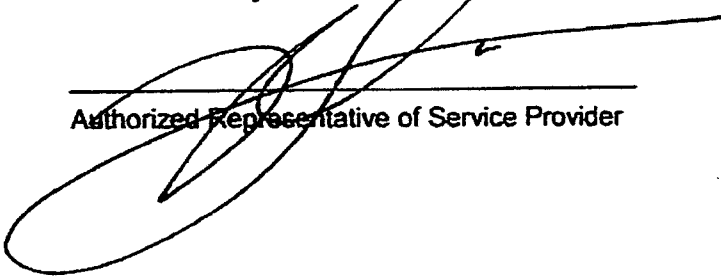
APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Johnson County Judge

12-14-15  
Date

  
\_\_\_\_\_  
Johnson County Juvenile Board Chairman

11/9/15  
Date

  
\_\_\_\_\_  
Authorized Representative of Service Provider

11/5/2015  
Date