MEMO

DATE: March 22, 2013
TO: Beth Dirks, Davie County Manager
FROM: Mike Garner, Davie County JCPC Chair
RE: 2013-14 Local Cash Match Requested

The Davie County Juvenile Crime Prevention Council (JCPC) is submitting a request for $31,464 in local county match for 2013-14 for Davie County juvenile service programs. Davie County's 2013-14 allotment from the NC Dept. of Public Safety – Division of Juvenile Justice is anticipated to be the same as current year, $109,880. After publishing the Request for Proposals for 2013-14, program agreement applications were submitted by the following agencies: Davie County Schools' CAN-WIN Program, Children's Center of Surry, Barium Springs Home for Children, and Big Brothers Big Sisters of Davie.

Representatives from all four agencies shared information about their programs with the JCPC on Friday, March 8, 2013. At the conclusion, The Davie County Juvenile Crime Prevention Council approved allocating 2013-14 JCPC funds as follows:

Davie County Schools' CAN-WIN Program - $66,050
Big Brothers Big Sisters of Davie - $32,200
Barium Springs Home for Children - $6,630
JCPC Administration - $5,000
Children's Center of Surry - $0

A local county match of 30% is required for the programs; therefore, the Davie County JCPC is requesting local funds as follows:

Davie County Schools' CAN-WIN Program - $19,815
Big Brothers Big Sisters of Davie - $9,660 (BBBS is contributing an additional $4,140 toward program)
Barium Springs Home for Children - $1,989
JCPC Administration - $0

Total county match requested is $31,464 which is 6% less than the amount provided by the county for the past several years.

Thank you for your support of our programs and for considering this request. We appreciate your allowing us extra time to submit our request for county funds due to the perimeters set by the state for advertising and approving JCPC funds for 2013-16. If you need additional information, please contact me at 751-2325.

Please note May 15, 2013 is the deadline for submitting the following documents to the Piedmont Area Juvenile Justice Office. 1) Funding Allocation Sheet (2 copies with original signatures required) and 2) CAN-WIN Program Agreements 2013-15 (5 copies with original signatures required). Required copies for signatures will be left with Brenda Hunter, Administrative Assistant to Davie County Manager and County Commissioners.

Davie County

NC Dept. of Public Safety - JCPC - County Funding Allocation

Available Funds: $ **$109,880** Local Match: $ **$35,604** Rate: **30%**

A **Program Agreement Form** for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING			OTHER	OTHER	Total
			County Cash	Other Local Cash	Local In-Kind	State/ Federal	Funds	
1	Davie County Schools - CAN-WIN	$66,050	$19,815					$85,865
2	Big Brothers Big Sisters Inc.	$32,200	$9,660	$4,140				$46,000
3	Barium Springs Home for Children	$6,630	$1,989					$8,619
4	JCPC Administration	$5,000						$5,000
5								$0
6								$0
7								$0
8								$0
9								$0
10								$0
11								$0
12								$0
13								$0
14								$0
15								$0
16								$0
17								$0
18								$0
	TOTALS:	$109,880	$31,464	$4,140	$0	$0	$0	$145,484

The above plan was derived through a planning process by the Davie County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2013-2014

Michael Gaither 3/25/13

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)

Allen, Lynne

From: Stoker, P [p.scott.stoker@ncdps.gov]
Sent: Thursday, March 21, 2013 1:29 PM
To: 'Mike Garner'; Allen, Lynne
Cc: Allen, Cynthia E.; Stoker, P
Subject: Updated Davie County funding Plan
Attachments: Davie County Funding Plan 03-04-2013.xls

Mike,
Attached is the updated county funded plan for FY 13-14 after the programs made the changes to the application after the meeting.

The 30% local match from the county should be $31,464. But under the local match on the funding plan it indicates $35,604 the Big Brother Big Sister program had to contribute $4,140 (cash) so they could operate the program at the JCPC funded amount.

If you have any questions please feel free to contact this office. Please make sure you and the county commissioner chair signs this form after the county approves the funding and return to me by May 15, 2013.

Once I get directions about electronic signatures I'll let you know.
Thanks,

P. Scott Stoker
JCPC Area Consultant
NC Department of Public Safety
Division of Administration
Piedmont Area Community Programs Office
131 E. Innes Street
Suite 206
Salisbury, NC 28144

Telephone 704-603-6833
Fax 704-603-6832

p.scott.stoker@ncdps.gov
www.ncdps.gov

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 13-14	DPS/JCPC FUNDING # (cont only)	430-XXXX
COUNTY:	Davie	AREA:	Piedmont Area
Multi-County:	No	Multi-Components	Yes
NAME OF PROGRAM:	CAN-WIN		

SPONSORING AGENCY:	Davie County Schools			
SPONSORING AGENCY PHYSICAL ADDRESS:	220 Campbell Road Mocksville	NC	27028	
SPONSORING AGENCY MAILING ADDRESS:	220 Campbell Road Mocksville	NC	27028	
TYPE:	Public		FEDERAL ID #	56-6001019

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
6050	Community Service and Restitution	Restitution/Community Service	$ 6,400
6051	CAN-WIN (Community Action Now - Wellness Involves Nurturing)	Interpersonal Skill Building	$ 79,465
		Total cost of components:	$ 85,865

Program Manager Name & Address *(same person on signature page)*

Name:	Kim Harmon		Title:		
Mailing Address:	220 Campbell Road		City:	Mocksville	Zip: 27028
Phone:	(336) 751-7704	Fax: (336) 751-1364	E-mail:	harmonk@davie.k12.nc.us	

Contact Person *(if different from program manager)*

Name:	Lynne Allen		Title:	Administrative Assistant	
Mailing Address:	220 Campbell Road		City:	Mocksville	Zip: 27028
Phone:	(336) 751-7704	Fax: (336) 751-1364	E-mail:	allenlj@davie.k12.nc.us	

Program Fiscal Officer *(cannot be program manager)*

Name:	Deborah Smink		Title:	Director of Finance	
Mailing Address:	220 Cherry Street		City:	Mocksville	Zip: 27028
Phone:	(336) 751-5921	Fax: (336) 751-9013	E-mail:	sminkd@davie.k12.nc.us	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
6050	**NAME OF COMPONENT:** Community Service and Restitution **BRIEF DESCRIPTION:** The community service and restitution component allows youth to complete community service requirements in appropriate, supervised settings. In exchange for completing community service hours, youth may earn monetary credit in restitution to the victim if court-ordered. CAN-WIN staff will be responsible for providing appropriate community services sites, monitoring community service activities, documenting hours and communicating progress/completion to court personnel. The goal of this program is to provide the juvenile court system and DJJDP with a dispositional option for restitution and rehabilitation in delinquent and undisciplined cases, as well as a suitable plan for deferral agreements. This component will also be providing participants and the local community a program that increases self-esteem and civic awareness in activities that give back to the community, emphasing the value of their work and themselves.

COMPONENT ID #	COMPONENT INFORMATION
7162	**NAME OF COMPONENT:** CAN-WIN (Community Action Now - Wellness Involves Nurturing) **BRIEF DESCRIPTION:** CAN-WIN is a school-based program that provides case management for court-involved youth, ages 7-16. The goal of the program is to reduce crime and anti-social behavior among youth and identify and refer for health problems which may contribute to delinquent behavior. Case managers provide weekly contacts at school to support attendance and achieving success at school, home, community and court system. The program enlists the cooperative efforts of Davie County Schools, the juvenile court system, law enforcement, mental health and a variety of other service agencies.

SECTION II	COMPONENT STATISTICAL INFORMATION
Multi-Components Yes	

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR				
Component Name: Community Service and Restitution				**Component ID #** 6050	
What is this component's maximum client capacity at any given time?				6	
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	150	Days
Total Component Cost:	$6,400	° !!cz	Estimated # to be served during funding period:	15	
Estimated Average Cost Per Youth:			$427		

Applies to continuation programs only.			
	Actual number of youth admitted last fiscal year:		22
	22	number of admissions Juvenile Court referred	100% of total admissions
	0	number of admissions Law Enforcement referred	0% of total admissions

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SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Community Service and Restitution

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Juveniles are only able to understand the impact of the damages or injury caused by their offenses/actions if they have the opportunity to provide restitution to the victim or community through their own efforts. The CAN-WIN Program will provide this opportunity by locating and arranging appropriate community service sites, monitoring progress toward meeting court-ordered requirements, and notifying appropriate channels when hours are completed and restitution is to be paid to victim.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The target poplulation is court-involved youth, ages 7-16, that have been referred by the juvenile court system or juvenile court counselors. Participants enrolled in the Community Service/Restitution Component may also be enrolled in CAN-WIN's Interpersonal Skill Building Program.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The goal of the program is to provide the juvenile court system and DJJDP with a dispositional option for restitution and rehabilitation in delinquent and undisciplined cases, as well as a suitable plan of deferral agreements. CAN-WIN will provide participants and the local community a program that increases self-esteem and civic awareness by involving participants in activities that give back to the school and community, emphasizing the value of their work and themselves.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

65% Participants will successfully or satisfactorily complete the program.

65% Participants successfully / satisfactorily completing the program will have no new complaints in the 12 months following completion.

65% Participants will have no new adjudications during program participation.

65% Participants successfully / satisfactorily completing the program will have no new adjudications in the 12 months following completion.

65% Diverted participants will complete required restitution or community service hours by termination of contract or plan.

65% Participants will have no new complaints during program participation.

65% Court-ordered participants will complete required restitution or community service hours by termination from court service.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

Relationships with positive peers. CAN-WIN teaches social/interpersonal skills to help participants better deal with

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Community Service and Restitution
relationships and involve them in activities that introduce them to positive peers in their own community. CAN-WIN adresses serious problems at school by monitoring each participant's academic and behavioral functioning at school and offers community service credit if a participant receives tutoring in an area of need. This provides incentives and encouragement to improve problems at school.	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Community Service and Restitution

1. Location: *List physical address(es) and describe where program services are delivered.*

Primarily Davie County Schools and school facilities; also community sites such as Mocksville/Davie Parks & Recreation dept., YMCA, Davie Domestic Violence, Storehouse for Jesus, Habitat ReStore, and others.

2. Operation: *Describe the daily/weekly schedule of program operation.*

Clients will have an opportunity to complete community service at several regularly scheduled sites with designated times that will provide adult supervision by case managers or volunteers during the months of July-June. Clients will be given a monthly schedule and indicate dates they plan to work at the locations provided. Parents are responsible for providing transportation to and from the community service site. Case manager will work with clients on special requests for community service locations, or circumstances, as requested.

3. Staff Positions: *Indicate the number of staff required for this component.*

Full-Time 1, Part-Time 0, Volunteer-Staff 0, Contract-Staff 1

Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

CAN-WIN Case Managers - BSN, BSW, NCDPI Certified Counselor, or other human services related degree with experience working with high risk and court-involved youth. Community service assistant - (part-time, hourly contract position) certified teacher/counselor, provides supervision to youth performing community service during non-school hours.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service - Restitution / Community Service; Secondary Service - Interpersonal Skill Building

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

100% of participants in this component will be referred by juvenile court. 100% of clients will be assessed for enrollment in CAN-WIN Interpersonal Skill Building Program. All referrals are screened by juvenile court counselors and case manager for the appropriateness of this program. Once the referral is made, the intake process is performed which consists of a detailed explanation of the program to both the parents and participants and the necessary paperwork is completed.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Once the participant has fulfilled his/her obligation to juvenile court and completed community service requirements, the participant is terminated from CAN-WIN Community Service and Restitution and is reported through client tracking process.

How is the referring agency involved with the termination process?

Juvenile court counselors and CAN-WIN case managers maintain ongoing, continual contact regarding youth in the program. Juvenile court counselors will be kept informed fo participant's progress, or lack of, in completing community

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Community Service and Restitution

service hours.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

Juvenile court counselors and CAN-WIN case manager maintains ongoing, continual contact which client progress is communicated by email, phone, and face-to-face meetings.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Interpersonal and life skills will be incorporated into our community service activities which whill help our participants deal with inappropriate behavior on many levels.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

CAN-WIN uses the cognitive behavioral therapy model , a talking therapy, that aims to solve problems concerning dysfunctional emotions, behaviors and cognitions through a goal-oriented, systematic procedure. Throughout this process of learning, exploring and testing, the client acquires coping strategies as well as improved skills of awareness, introspection, and evaluation.

SECTION II	COMPONENT STATISTICAL INFORMATION
Multi-Components Yes	

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR				
Component Name: CAN-WIN (Community Action Now - Wellness Involves Nurturing)				**Component ID #** 6051	
What is this component's maximum client capacity at any given time?				15	
Frequency of client contact per month:	8		Anticipated Average Length of Stay:	130	Days
Total Component Cost:	$79,465	° !!cz	Estimated # to be served during funding period:	30	
	Estimated Average Cost Per Youth:		$2,649		

Applies to continuation programs only.			
		Actual number of youth admitted last fiscal year:	45
	40	number of admissions Juvenile Court referred	88.89% of total admissions
	0	number of admissions Law Enforcement referred	0% of total admissions

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SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	CAN-WIN (Community Action Now - Wellness Involves Nurturing)

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

CAN-WIN focuses on youth behavior issues that lead to poor academic performance, truancy and other related issues by offering direct case management primarily in the school and home setting with assessment of youth's strengths and needs. CAN-WIN case managers also work closely with families of youth enrolled in the program and encourage positive parental involvement. CAN-WIN case managers assist clients/families in connecting with community agencies/ resources for counseling, family support groups, substance abuse assessments, etc. when appropriate.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

Target population is court-involved youth, ages 7-16, referred by juvenile court couselors and school resource officers. Majority of youth served in CAN-WIN in recent years are 13-15 year olds. Referrals for youth identified as at-risk/ ungovernable may be offered services when 100% of court-involved youth referred are offered CAN-WIN services.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

Assess the strengths and needs of our court-involved youth, then provide within their own community, services and support to address those needs, to help prevent further court involvement, and improve success/bonding in the home, school and community.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

65% Participants completing the program will demonstrate a reduction in problem behaviors for which they were referred by termination.

65% Participants completing the program will demonstrate improvement in targeted skills as specified in the individual service plan by termination.

65% Participants will have no new adjudications during program participation.

65% Participants will have no new complaints during program participation.

65% Participants successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

65% Participants successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

65% Participants will successfully or satisfactorily complete services as measured by performance against individual service plan.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

CAN-WIN addresses youth behavior issues that lead to poor academic performance, truancy and other related behavior issues by direct case management. Having case managers on site at school enables close communication

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	CAN-WIN (Community Action Now - Wellness Involves Nurturing)
with clients, school personnel and families. CAN-WIN case managers, school personnel, court counselors, and other resources work collaboratively for the success of the youth within the school, home, and community.	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	CAN-WIN (Community Action Now - Wellness Involves Nurturing)

1. Location: *List physical address(es) and describe where program services are delivered.*

Davie County Schools including Central Davie Academy, 260 Campbell Road, Mocksville; North Davie Middle School, 496 Farmington Road, Mocksville; South Davie Middle School, 700 Hardison Street, Mocksville; William Ellis Middle School, 144 William Ellis Drive, Advance; Davie High School, 1200 Salisbury Road, Mocksville; and six elementary schools as needed.

2. Operation: *Describe the daily/weekly schedule of program operation.*

CAN-WIN Case Manager attends Juvenile Court sessions and strives to complete intake with parent and client following sentencing. If intake is not completed at this time, home visits are arranged. The case manager meets with each client at least once weekly or more often as needed at school to monitor attendance, work on social skills, organizational skills, or supervise clients with community service/restitution. Case manager communicates regularly with juvenile court counselors regarding any school issues, reports progress and provides documentation. Case worker schedules visits to schools on the same day each week, if possible for regularity, but may also be flexible as caseload needs develop.

3. Staff Positions: *Indicate the number of staff required for this component.*

Full-Time 1, Part-Time 0, Volunteer-Staff 0, Contract-Staff 2

Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

CAN-WIN Program Manager and Case Manager, BSN, BSW, NCDPI Certified School Counselor or human-services related degree with experience working with high risk and court-involved youth.
Contract: 1) Qualified mental health counselor for group leadership for evidence-based high school LifeSkills Group. 2) Licensed psychologist for psychological evaluations.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service - Interpersonal Skill Building; Secondary Service - Group Counseling

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Written referral indicating need(s), reason for referral and concern(s) to be addressed by the program. Upon referral, a CAN-WIN staff member attempts to contact client and parent within the week. If deemed appropriate for CAN-WIN, a participation agreement will be signed by the juvenile, parent/guardian, and case manager during intake appointment. Client tracking forms are completed and staff begin to offer support, assessment of strengths/needs, case management, education and appropriate referrals.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Clients are terminated from the program when interventions have been successfully implemented, the youth has completed probation or protective supervision, no further court involvement or behavioral difficulties, client's

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	CAN-WIN (Community Action Now - Wellness Involves Nurturing)

unwillingness to continue to receive services, or client/family relocation. Client tracking forms are forwarded to the area office monthly and a copy of the CANWIN termination form will be submitted to referring agency, parent/guardian, and placed in juvenile's file.

How is the referring agency involved with the termination process?

Juvenile court counselors and case manager have ongoing communication regarding youth's progress and completion of court requirements and communication with school staff concerning behavior and progress at school.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

CAN-WIN case manager maintains ongoing, frequent contact with juvenile court counselors, School Resource Officers, and school personnel . They keep each other informed of client progress or problems. Case manager is aware of students who are in-school and out-of-school suspension. Court counselors keep case manager informed if clients have further court involvement.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

CAN-WIN's Interpersonal Skill Building Program focuses on the inner strengths of individual youth served. Case manager has the opportunity to support the student at the school level and incorporate the help of others such as teachers and administrators to encourage the development of postive relationships with adults and peers. Case manager uses a variety of methods aimed at strengthening protective factors, goal setting, and letting clients know they sincerely care about their well being. Just knowing there is someone at school to talk to and discuss a problem or situation with can redirect inappropriate behavior.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

CAN-WIN uses the cognitive behavioral therapy model , a talking therapy, that aims to solve problems concerning dysfunctional emotions, behaviors and cognitions through a goal-oriented, systematic procedure. Throughout this process of learning, exploring and testing, the client acquires coping strategies as well as improved skills of awareness, introspection, and evaluation.

SECTION V	Terms of Agreement

This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS),* and County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and (hereinafter referred to as the Sponsoring Agency).*

The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective _____ and shall terminate _____.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount $_____ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 1.2; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to N.C.G.S. §143B-516 9b) (11), for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. 105-164.14; and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS , the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 28 NCAC 02A.0106 (a), (c), (e); consistent with the N.C.G.S.§143C-6-23, and in compliance with DPS policy JCPC 1.1;

Sponsoring Agency Contractor(s)/Subcontractors

☐ Yes, subcontractors are included in the JCPC Program Agreement budget.
No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 1.2;

Reference: 28 NCAC 02A.0202 and DPS/JCPC Policy JCPC 2-2.5; JCPC 1.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-

profit organization;

2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;
3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with N.C.G.S. § 159-15;
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

Reference: 28 NCAC 02A .0103 - .0108; DPS/JCPC Policy JCPC 2-2.5; JCPC 1.2

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 28 NCAC 02A.0110; DPS/JCPC Policy JCPC 2

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally
accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the

State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N. C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency 's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts,* shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by

the Sponsoring Agency through submission of a JCPC
Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
CAN-WIN		Fiscal Year	FY 13-14

Item #	Justification	Expense	In Kind Expense
120	Salaries and wages	$54,264	
180	Fringe (FICA, Retirement, Hospitalization) per agency benefits	$17,791	
190	Psychological Assessments (6 @ $615); LifeSkills High Sch. Group Facilitator ($100 per 24, 2hr. sessions); Community Service Site Supervisor (240 hrs. @ $20. per hr.)	$10,890	
230	Continuing Education/Staff Development for Staff	$500	
260	General office supplies (copy paper, ink cartridges, postage, etc.)	$200	
290	LifeSkills Curriculum - Student Workbooks ($60 per 10)	$120	
310	Travel Reimbursement for Staff @ .45 cents per mile	$500	
390	Victim restitution	$1,200	
450	Liability and accident insurance for community service clients	$200	
490	NC Assoc. of Restitution Programs Membership (required to obtain liability insurance for clients)	$200	
TOTAL		**$85,865**	

Job Title	Annual Expense Wages	Annual In Kind Wages
Program Manager and Case Manager (full-time) Level M29 - NCDPI Pay Scale	$54,264	
TOTAL	**$54,264**	

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SECTION VII **Program:** CAN-WIN

Fiscal Year: FY 13-14 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$82,945**		**$82,945**
120 Salaries & Wages	$54,264		$54,264
180 Fringe Benefits	$17,791		$17,791
190 Professional Services*	$10,890		$10,890
*Contracts MUST be attached			
II. Supplies & Materials	**$820**		**$820**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical	$500		$500
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$200		$200
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials	$120		$120
III. Current Obligations & Services	**$1,700**		**$1,700**
310 Travel & Transportation	$500		$500
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$1,200		$1,200
IV. Fixed Charges & Other Expenses	**$400**		**$400**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$200		$200
490 Other Fixed Charges	$200		$200
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$85,865**		**$85,865**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)
FY 13-14 Davie County Funding ID: 430-XXXX	
Sponsoring Agency: Davie County Schools Program: CAN-WIN	

$66,050	DPS/JCPC Funds	* This is the amount of your request on your application	
30%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
$19,815	County Cash	Davie County	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$85,865	TOTAL	$19,815	$19,815
		Required Local Match	Match Provided

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Kim Harmon 2/26/13

Program Manager **Date**

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North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 13-14	DPS/JCPC FUNDING # (cont only)	430-XXXX
COUNTY:	Davie	AREA:	Piedmont Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:	Middle School Parent/Family/Life Skills		

SPONSORING AGENCY:	Big Brothers Big Sisters Services, Inc.			
SPONSORING AGENCY PHYSICAL ADDRESS:	854 Valley Rd., Suite 500 Mocksville	NC	27028	
SPONSORING AGENCY MAILING ADDRESS:	PO Box 522 Mocksville	NC	27028	
TYPE:	Non-Profit		FEDERAL ID #	56-1161118

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
5909	Parent/Family/Life Skill Building	Parent/Family Skill Building	$ 46,000
		Total cost of components:	$ 46,000

Program Manager Name & Address *(same person on signature page)*

Name:	Amy Boardwine		Title:	Director	
Mailing Address:	PO Box 522		City:	Mocksville	Zip: 27028
Phone:	(336) 751-9906	Fax: (336) 751-9907		E-mail:	aboardwine@bbbsnc.org

Contact Person *(if different from program manager)*

Name:	Amy Boardwine		Title:	Director	
Mailing Address:	PO Box 522		City:	Mocksville	Zip: 27028
Phone:	(336) 751-9906	Fax: (336) 751-9907		E-mail:	aboardwine@bbbsnc.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Shawan Gabriel		Title:	President/CEO	
Mailing Address:	107 Westdale Ave.		City:	Winston-Salem	Zip: 27101
Phone:	(336) 724-7993	Fax: (336) 724-5779		E-mail:	sgabriel@bbbsnc.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
6: 1:	**NAME OF COMPONENT:** Parent/Family/Life Skill Building **BRIEF DESCRIPTION:** BBBS will provide three 12 week skill building sessions. We will work with a maximum of 12 students per group session. Student sessions will be held once a week immediately after school. Parent/Family sessions will be held once every other week immediately after school, but the time may be changed according to the parents work schedule. Group sessions will be conducted by one paid and specially trained BBBS staff member assisted by one paid and specially trained Life Coach/Facilitator. The student will attend a skill building session each week that focuses on topics such as self-image & self-improvement, making decisions, coping with anxiety, coping with anger, communication skills, social skills, resolving conflicts and several sessions targeting substance abuse. In addition, the student and parent will attend an additional parent/family skill building session every other week for a total of 6 sessions during the 12 week period. The parent/family skill building sessions will include topics such as family communication, parental monitoring, being a good role model, use of consistent discipline, effects and warning signs of substance abuse and taking a clear stand on drugs.

SECTION II	COMPONENT STATISTICAL INFORMATION
Multi-Components No	

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR				
Component Name: Parent/Family/Life Skill Building				**Component ID #** 5909	
What is this component's maximum client capacity at any given time?				12	
Frequency of client contact per month:	6		Anticipated Average Length of Stay:	18	Days
Total Component Cost:	$46,000	° !!cz	Estimated # to be served during funding period:	36	
Estimated Average Cost Per Youth:			$1,278		

Applies to continuation programs only.			
	Actual number of youth admitted last fiscal year:		0
	0	number of admissions Juvenile Court referred	0% of total admissions
	0	number of admissions Law Enforcement referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Parent/Family/Life Skill Building

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

The BBBS Parent/Family/Life Skill Building program focuses its attention on middle school age students in grades 6-8. Research shows that the middle school years are a period of increased risk for youths' engagement in antisocial behaviors, substance use, and affiliation with deviant peers (Dishion & Patterson, 2006). The support from program staff and the curriculum focuses on the youth at the individual level to develop a stronger self-image and coping, communication and pro-social skills.

Receiving support and guidance from family is critical during the middle school years. However, research shows that youth tend to spend less time with their families and have less supervision. We will work with parent/guardians to build parental monitoring skills and improve relationship connectedness which will reduce problem behaviors over time.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

BBBS will work with juveniles in grades 6-8 who are engaging in delinquent or undisciplined behavior, involved with the Juvenile Justice System, or at-risk for involvement, and their family members. Juveniles may be adjudicated or non-adjudicated. Priority wil be given to referrals from Juvenile Court Counselors.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

We believe the Big Brothers Big Sisters vision and mission applies to this special program. Our vision is that all children will achieve success in life. We will work to provide children facing adversity with professionally supported adult interactions that will change their lives for the better, forever. We will hold ourselves accountable for the children to develop higher aspirations, greater confidence, and better relationships while avoiding risky behaviors and achieving educational success.

Specific to the Parent/Family/Life Skill Building program, we believe being a part of a positive learning community with researched-based curriculum, will improve their resilience to drugs and help them develop a strong feeling of self-worth while also receiving critical skills on how to improve parent/family relationships.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

65% Participants will have no new complaints during program participation.

65% Participants completing the program will demonstrate a reduction in problem behaviors for which they were referred by termination.

65% Participants completing the program will demonstrate improvement in targeted skills as specified in the individual service plan by termination.

65% Participants successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

65% Participants successfully/satisfactorily completing the program will have no new adjudications in the 12 months

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Parent/Family/Life Skill Building

following completion.

65% Participants will have no new adjudications during program participation.

65% Participants will successfully or satisfactorily complete services as measured by performance against individual service plan.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

This program takes a comprehensive approach to tackling many of the aspects that are known to lead juveniles into high risk behavior, delinquent behavior and/or substance abuse. Primarily, we will focus on addressing the following needs of adjudicated youth:

Individual Domain: Substance Abuse assessment and treatment continue to be an increasing need in the community with the juvenile court youth population.

Family Domain: Parental Support and/or parental enhancement skills needed for juvenile court referred youth. Access to services that provide best practices and have ability to engage families are needed in the community.

The program design and curriculum will focus on five major components:

1. A cognitive component designed to present information concerning the short and long term consequences of substance use.
2. A decision making component designed to foster the development of critical thinking and responsible decision making skills in all aspects of their life.
3. A component designed to provide students with techniques for coping with anxiety.
4. A social skills training component including both general social skills and assertiveness techniques which can be used to effectively resist direct peer pressure including pressure to smoke, drink or use drugs.
5. A parent/family component designed to strengthen the relationship between parent/child and open the lines of communication.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Parent/Family/Life Skill Building

1. Location: *List physical address(es) and describe where program services are delivered.*

The Program Manager will work with the Davie County School System to secure a location on site at one of the middle schools (South Davie Middle, North Davie Middle or William Ellis Middle) where group meetings can be held immediately after school. If such a location cannot be secured, then the group sessions will be held at another central location within the community. We will provide transportation for the students from their middle school to the meeting location. Parent/Guardians will be responsible for picking them up at the end of the session.

Intake Interviews and other duties related to Program Management will be conducted out of the Big Brothers Big Sisters office located at 854 Valley Rd., Suite 500, Mocksville, NC 27028.

2. Operation: *Describe the daily/weekly schedule of program operation.*

We plan to have three 12 week sessions. There will be a maximum of 12 students per session. The sessions will take place once a week immediately after school for twelve weeks. In addition, students will be required to attend another session with their parent/guardian once every other week for a total of 6 sessions. The parent/child sessions will take place either immediately after school or at a time that will work best with the parents work schedule. In the end, the student will have attended 18 classes -12 with their peers and 6 with their peers and parents.

3. Staff Positions: *Indicate the number of staff required for this component.*

Full-Time 1, Part-Time 0, Volunteer-Staff 0, Contract-Staff 1

Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

Program Manager:
A full-time Program Manager will oversee the Parent/Family/Life Skill Building Program. This person must possess at least a Bachelor's degree in a Human Service or related field, or a (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.

Program Staff:
BBBS will contract hire a Life Coach/Facilitator to assist the Program Manager with planning and implementation of all group sessions. This contracted position will require a minimum of a Bachelor's degree in a Human Service related field and will report to the Program Manager.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service - Interpersonal Skill Building; Secondary Service - Parent/Family Skill Building

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Referrals:
BBBS will provide court counselors and referring agencies with a written referral form that addresses individual program and juvenile/family needs. Once BBBS receives the written referral form, we will establish contact with the juvenile and parent/guardian within 10 days to schedule an intake appointment.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Parent/Family/Life Skill Building

Admissions:
Per BBBS Best Practice procedures, the parent/guardian will be required to complete a BBBS child enrollment application then an in-person intake interview will be conducted with the juvenile and the parent/guardian followed by a home visit. Following completion of the interviews and home visit, an assessment will be completed determining acceptance or rejection and the Program Manager will notify all parties of the juveniles status.

Upon acceptance into the program the Program Manager will develop and Individual Service Plan for the juvenile. The juvenile and parent/guardian are required to sign a confidentiality agreement and participation contract. The participation contract will outline program rules, guidelines, projected completion date, informed consent of parent/ guardian for participation in the program, requirement of parent/guardians and consequences for non-compliance.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

A written termination form will be completed by the Program Manager within 7 days of the juvenile's termination from the program. A copy of this form will be provided to the referring agency & parent/guardian and a copy will be placed in the juvenile's file. Termination may occur for the following reasons:

a. Successful Termination: The juvenile and parent/guardian participated in at least 80% of the program activities and the juvenile exhibited a significant improvement in overall attitude/behavior as a result of the group sessions.

b. Satisfactory Termination: The juvenile and parent/guardian participated in at least 65% of the program activities and the juvenile exhibited some improvement in overall attitude/behavior as a result of the group sessions.

c. Unsuccessful Completion Termination: The juvenile and parent/guardian participated in less than 65% of the program activities and the juvenile showed little interest in the program leading to no change in overall attitude/ behavior.

d. Non-Compliant Termination: The juvenile and parent/guardian participated in less than 50% of the program activities or refused to participate at all. The juvenile and/or parent/guardian exhibited threatening or violent behavior against the Program Manager/Staff.
How is the referring agency involved with the termination process?
The Program Manager will communicate with the referring agency as to the juveniles participation and progress in the program. In the event termination is required for anything other than Successful Completion, the Program Manager will clearly communicate (either oral or written) the reason for the termination with the referring agency prior to said termination.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

Open communication with the juvenile court counselors and/or referring agency is key to achieving goals set forth for the juveniles in our program. We envision both oral and written communication with the juvenile court counselors and/ or referring agency throughout the process from referral to termination. A written progress report will be provided to

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Parent/Family/Life Skill Building

the referring agency approximately 30 days after the juvenile begins the program including summary of progress, areas of concern and prognosis.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Our Parent/Family/Life Skill Building program focuses on developing the inner strengths of individual youth served. Our staff will work to support the student and to encourage the development of positive relationships with adults and peers. The Program Manager and Life Coach/Facilitator uses a variety of methods aimed at strengthening protective factors, goal setting, and letting clients know they sincerely care about their well being. Just knowing they have someone to talk to and discuss a problem or situation with can redirect inappropriate behavior.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

Big Brothers Big Sisters is an evidence-based program that adheres to the nationally established Best Practices of our Service Delivery Model. According to research on the effectiveness of the BBBS mentoring model conducted by Public /Private Ventures, the children and youth who participate in BBBS programs perform better in school, are less likely to experiment with alcohol and drugs, and are better able to handle conflict in constructive ways. (full report: http://www. ppv.org/ppv/publications/assets/111_publication.pdf).

Making a Difference: An Impact Study of Big Brothers Big Sisters (Tierney, J.P., Grossman, J.B., and Resch, N.L. (1995) concluded the following:

- 81% of former Little's agree that their Big gave them hope & changed their perspective of what they thought possible.
- 85% of former Little's agree their experience influenced them in overcoming adversity or problems.
- 67% of former Little's agree that their Big played a role in their decision to attend college.
- 83% of former Little's agree that their Big instilled values and principles that have guided them through life.

Since the BBBS Service Delivery Model traditionally applies to one-to-one matches, it is necessary to adapt the SDM to a group setting and develop Best Practices specific to juvenile justice involved youth. The Program Manager and Program Staff will work together to establish a manual of Best Practices that includes the BBBS Service Delivery Model with adaptaions specific to this program.

SECTION V	Terms of Agreement

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Davie** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Big Brothers Big Sisters Services, Inc.** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2013** and shall terminate **Jun 30, 2014**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount $32200 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 1.2; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to N.C.G.S. §143B-516 9b) (11), for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. 105-164.14; and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS , the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 28 NCAC 02A.0106 (a), (c), (e); consistent with the N.C.G.S.§143C-6-23, and in compliance with DPS policy JCPC 1.1;

Sponsoring Agency Contractor(s)/Subcontractors

☑ Yes, subcontractors are included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 1.2;

Reference: 28 NCAC 02A.0202 and DPS/JCPC Policy JCPC 2-2.5; JCPC 1.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with N.C.G.S. § 159-15;
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

Reference: 28 NCAC 02A .0103 - .0108; DPS/JCPC Policy JCPC 2-2.5; JCPC 1.2

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the

enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 28 NCAC 02A.0110; DPS/JCPC Policy JCPC 2

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally
accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N. C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency 's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts,* shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC
Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VII **Program:** Middle School Parent/Family/Life Skills

Fiscal Year: FY 13-14 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$37,000**		**$37,000**
120 Salaries & Wages	$27,000		$27,000
180 Fringe Benefits	$5,000		$5,000
190 Professional Services*	$5,000		$5,000
*Contracts MUST be attached			
II. Supplies & Materials	**$6,200**		**$6,200**
210 Household & Cleaning			$0
220 Food & Provisions	$4,000		$4,000
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$400		$400
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials	$1,800		$1,800
III. Current Obligations & Services	**$2,800**		**$2,800**
310 Travel & Transportation	$1,800		$1,800
320 Communications			$0
330 Utilities			$0
340 Printing & Binding	$1,000		$1,000
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$46,000**		**$46,000**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 13-14 Davie County Funding ID: 430-XXXX

Sponsoring Agency: Big Brothers Big Sisters Services, Inc. Program: Middle School Parent/Family/Life Skills

$32,200	**DPS/JCPC Funds**	* This is the amount approved in your application	
30%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
$9,660	**County Cash**	Davie County Government	*(Specify Source)*
$4,140	**Local Cash**	Big Brothers Big Sisters Services, Inc.	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$46,000	**TOTAL**	$9,660	$13,800
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

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Chair, County Board of Commissioners or County Finance Director **Date**

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Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

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North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 13-14	DPS/JCPC FUNDING # (cont only)	430-XXXX
COUNTY:	Davie	AREA:	Piedmont Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:	Barium Springs (Davie County)		

SPONSORING AGENCY:	Barium Springs Home for Children		
SPONSORING AGENCY PHYSICAL ADDRESS:	156 Frazier Loop Statesville NC 28677		
SPONSORING AGENCY MAILING ADDRESS:	PO Box 1 Barium Springs NC 28010		
TYPE:	Non-Profit	FEDERAL ID #	56-0529993

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
6100	Temporary Shelter Care	Temporary Shelter Care	$ 8,619
		Total cost of components:	$ 8,619

Program Manager Name & Address *(same person on signature page)*

Name:	John Koppelmeyer		Title:	CEO	
Mailing Address:	PO Box 1		City:	Barium Springs	Zip: 28010
Phone:	(704) 873-1011 Ext:2201	Fax:		E-mail:	jkoppelmeyer@bariumsprings.org

Contact Person *(if different from program manager)*

Name:	Kristina Johns		Title:	Regional Director	
Mailing Address:	PO Box 1		City:	Barium Springs	Zip: 28010
Phone:	(704) 873-1011 Ext:2397	Fax:		E-mail:	kjohns@bariumsprings.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Pieter Swart		Title:	CFO	
Mailing Address:	PO Box 1		City:	Barium Springs	Zip: 28010
Phone:	(704) 873-1011 Ext:2204	Fax:		E-mail:	pswart@bariumsprings.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
6100	**NAME OF COMPONENT:** Temporary Shelter Care **BRIEF DESCRIPTION:** This program serves youth in a residential group home setting with a maximum stay of 90 days, with a typical stay expected to average 15-30 days. The program provides structure and stability through utilization of the Teaching Family Model and its behavior modification component. While in the program, clients learn to set goals for themselves. The program teaches clients that the choices they make, whether positive or negative, are directly related to the consequences that follow and that by learning to make positive choices they can achieve their goals. Clients learn to better accept responsibility for their behaviors and are empowered to make decisions and take control of their life. Clients will be assessed and linked to necessary services and will receive case management to provide support, monitoring and smooth transitions out of shelter care.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components Yes

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR				
Component Name: Temporary Shelter Care				**Component ID #** 6100	
What is this component's maximum client capacity at any given time?				3	
Frequency of client contact per month:	30		Anticipated Average Length of Stay:	15	Days
Total Component Cost:	$8,619	÷ by	Estimated # to be served during funding period:	3	
Estimated Average Cost Per Youth:	$2,873				

Applies to continuation programs only.			
	Actual number of youth admitted last fiscal year:		0
	0	number of admissions Juvenile Court referred	0% of total admissions
	0	number of admissions Law Enforcement referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Temporary Shelter Care

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

An evaluation of risk factors and needs of juvenile court involved youth in Davie County indicates an increase in the number of youth with serious behavior problems in school, negative peer relationships/association with delinquent peers, as well as poor parenting skills. Youth also need a place to stabilize, obtain respite, and be evaluated for appropriate placement during a crisis.

The Temporary Shelter program addresses these areas of concern. First, while in the program, youth are taught pro-social skills which help facilitate positive peer and adult relationships. In addition, the program places a heavy emphasis on education and teaches youth skills to structure and manage time, activities and educational responsibilities using the Teaching Family Model. The program also works with parents when appropriate to enhance their skill development and relationships with the youth.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The JCPC youth admitted to the program will be between the ages of 6 and 17 who demonstrate acute behaviors categorizing them as youth at risk for court involvement, status offenders, adjudicated delinquent or undisciplined levels 1 and 2.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

Teaching Parents (direct care practitioners) help youth to reevaluate their situation and make behavioral changes to improve their status at school, in the community and with their families, and to prevent further involvement with the court system.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

50% Youth placed for respite care.

50% Youth placed as alternative to detention.

50% Youth placed awaiting appropriate placement.

50% Youth placed due to runaway behavior.

100% Participants will be provided with a stablilizing environment until transitioned to an appropriate intensity of intervention.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

The Temporary Shelter program primarily addresses negative peer associations or difficult family situations. DJJ continues to report a high percentage of youth who either lack pro-social peers or associate with other delinquents. The Temporary Shelter program teaches skills for positive social interactions which enable youth to develop and maintain more positive peer relationships. These skills carry over to help improve the youth's relationships within his/

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Temporary Shelter Care
her family, at school, and in the community at large. Through the Temporary Shelter Program, case manager will ensure youth receives a thorough evaluation of needs, has a Plan of Care developed, and is linked to appropriate services to address any issues.	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Temporary Shelter Care

1. Location: *List physical address(es) and describe where program services are delivered.*

Services will be provided at any Barium Springs group homes. Current homes that may be utilized are located in North Wilkesboro, Bryson City, and on the main campus in Statesville, NC. Any homes acquired by Barium Springs in the future will also be used to provide services.

Homes typically include two 2 bedroom suites which share a common bath; a single bedroom with access to a hall bath in the adjacent suite, two bedrooms for Teaching Parents, an office area, a large kitchen, dining room, living room, and laundry room. Each home has a large outdoor recreation area.

2. Operation: *Describe the daily/weekly schedule of program operation.*

On weekdays, youth are up between 5:30 and 6am, dress, clean their rooms, eat, and compete mroning chores before going to school. They return home between 4:30 an 5pm, have snack, and begin study. Youth with privileges may enjoy free time until dinner. The entire cottage eats together, completes evening chores, participates in family conference, and showers with lights out by 9:00 pm. Weekends are similar bith what later wake up and bed times. The days are structured and generally include deep cleaning of the cottage, going on community outings, the option for Sunday on campus visitation as approved by the placing agency. Thoughout each day, behaviors and skills are addressed so that new skills are developed and reinforced consistently.

3. Staff Positions: *Indicate the number of staff required for this component.*

Full-Time 5, Part-Time 0, Volunteer-Staff 0, Contract-Staff 0

Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

Staffing varies depending on the Home utilized. Staffing patterns comply with federal, state, and accreditation regulations and standards. The agency typically maintains a 1:4 to 1:6 staff to client ratio.

Staff hired must demonstrate compentently at their level of responsibility in the following areas:
technical knowledge, cultural awareness, analytical skills, decision-making, interpersonal skills, communication skills, and clinical skills. The assessment of staffs' skills begins in the interview process and continues through a 90 day initial period and annual evaluation thereafter. In order to remain employed, direct care staff must demonstrate that they are competent to become certified in the Teaching Family Model or other chosen model of care.

Family Teachers/direct care staff positions require a high school education and experience working with adolescents In homes with a Teaching Family Couple, one Family Teacher will hold a Bachelor's Degree.

Consultants will hold a Bachelor's Degree or multiple years' experience serving and working with the population, and provide oversight and guidance regarding Model implementation and treatment planning in an individualized manner.

Program Directors hold Master's Degrees and provide supervison and oversight of the program, assist with treatment planning, and day-to-day operations.

The Clinical Director is a licensed practitioner who provides oversight and consultation regarding clinical aspects of

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Temporary Shelter Care

treatment, appropriate levels of care, and treatment effectiveness and outcome measurements.

Regional Director holds a Master's Degree and provides general supervision and oversight of all programs within the geographic region.

The agency also employs a number of administrative and support who either directly or indirectly support the program.

Care Coordinator/Case Manager will hold a Bachelor's Degree with 2 years experience with the population in order to meet the qualification of a Qualified Professional.

Additional staff may be used to meet needs of higher-level youth placed in Temporary Care as needed

4. Service Type SPEP: *Describe implementation to include:*

Provides a service: Temporary Shelter Care

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Youth are referred by Juvenile Court Counselors and an initial screening is done by the Intake Assistant. Law enforcement may make referrals by contacting Court Counselors. Court Counselors can access screening services 8:00am-4:00pm Monday-Friday and by cell for emergency placement needs. In emergency cases, the Program Director may also be contacted to facilitate an admission. For youth eligible for mental health services, the guardian will need to make a call to ACCESS to open a case. BSHC can assist with this call as needed.

Staff will conduct an admission interview either by phone or on-site to determine appropriateness of placement. Identified needs which would necessitate additional clinical review and discussion prior to making a placement decision would be: sexual aggression, recent fire-setting, and recent/extensive run-aways. Other youth that may not be appropriate for placement would be those identified as sexual offenders or those eligible for a Level III or higher mental health placement. If the youth could be served with additional staff supervision, program will determine if additional staff can be utilized to admit the client.

Admission decisions are based on availalbility, the likelihood the youth will fit in with other youth in the home, level of motivation shown by the youth, and the ability to pair the youth with an age-appropriate roommate if required.

The admission process can be completed in 5 hours if sufficient information is available and dependent upon guardian/client cooperation and availability. This does not include transportation time to the facility, which is the responsibility of law enforcement, Court Counselors, or parent/guardian. Parents must come to the facility to complete admission documentation prior to the youth being released to the agency. Parents/guardians must provide all necessary admission information within 24 hours or the youth may be discharged. Court Counselor will be informed of the non-compliance.

Following admission, the youth will be scheduled for a clinical evaluation with a licensed or provisionally-licensed clinician and the client will be linked to recommended services.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Temporary Shelter Care

The agency's Intake Department maintains a waiting list when the group home is at its maximum utililzation.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

A discharge plan is developed at admission which includes the court ordered timeframe, if applicable. This plan identifies goals to be reached by the youth while in care and recommended services. A youth is said to have successfully completed the program when he/she can be discharged according to plan. 100% of youth will be evaluated for appropriate level of care and treatment plan/recommendations developed. Progress towards goals and service recommendations are reviewed periodically with teaching parents, the care coordinator, court counselor, and legal guardian every week and at the time of discharge.

A youth who is continually non compliant or who places others in the program at significant risk may be discharged. The decision for termination under these circumstances is made by the child and family team and when necessary, the Clinical Director and/or clinical staffing team. This is not a decision that is made by direct care staff.

Within 10 days of discharge, a discharge summary is completed and sent to the court counselor and legal guardian.
How is the referring agency involved with the termination process?
In most cases, length of stay for DJJ youth in this program is predetermined by the court and/or funding limitations. With this in mind, discharge plans are discussed at admission and reviewed every week at review meetings. If a situation arises that could lead to an unsuccessful discharge or disruption to placement, the court counselor is notified immediately, a child and family team meeting is called, and discussion is held. Every effort is made to work with the court counselor, and legal guardian in maintaining placement whenever possible and if not possible, then in finding a more appropriate placement.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

Regular communication with Court Counselors is a part of the agency operational expectations and a part of daily practice for teaching parents and the Consultant/social worker. All involved parties meet every two weeks to review the youths treatment goals and progress towards discharge. Meetings are documented and signed by all present. In addition, teaching parents maintain regular phone contact with the court counselor and guardian to share information and ensure that we are providing the best care possible to the youth and his/her family.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

The foundation of the program is the use of the Teaching Family Model. Teaching parents are trained in the use of this model and have access to 24 hour consultation services. Youth earn points for demonstrating target behaviors identified as necessary for goal attainment and earn point reminders (positive and negative) for being on/off track with target skills. In the assignment of points, the teaching parent implements a teaching interaction whereby the behavior being addressed is specifically identified and rationales as to the appropriateness of the behaivior are given and discussed with the youth. The accumulation of points is connected to a youth's ability to access daily privileges. Progression through the levels of the system brings greater personal responsibilitiy and higher expectations. The

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Temporary Shelter Care

system helps youth better understand that there is a direct relationship between their actions and the consequences that follow. While the youth is in the program, the parents/guardians are involved through a combination of phone and face to face contract as appropriate and possible. Teaching parents work with parents/guardians to reinforce and teach them the importance of maintaining consistent structure and stability in the home environment. Youth are taught various life and social skills, as well as critical thinking and decision-making skills. Youth are also taught skills to help them success in school and reduce problem behaviors in the school setting. Youth are taught how to build positive peer and adult relationships. These are the basic elements that help facilitate behavioral changes.

Youth will be transported to their home school if placed in the same county. Youth placed out of county will be supported educationally at the group home, through other Barium Springs programs or enrollment in the local school system.

Mental health/substance abuse needs of youth are addressed through individualized treatment.

Youth may be linked by Case Manager to additional services as necessary and appropriate for successful treatment. Case Manager will develop a treatment plan individualized to each youth and monitor client progress and needs.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

Barium Springs utililzes the Teaching Family Model of Care. Extensive research and data is available which demonstrates that this model is highly effective with youth involved in the Juvenile Justice System. The Office of Juvenile Justice Delinquency Prevention, the Surgeon General's Office, and the American Psychological Association have recognized the Model as a strong evidenced-based solution. The APA noted the Teaching-Family Model "is one of the few evidence-based residential treatment programs for troubled children".

The evidence- based research available that supports the programs effectiveness includes:

2002 Dean L Fixsen and Karen A Blase', University of South Florida: "Publications Regarding the Teaching Family Model"; page 15, a 1998 review by the Office of Juvenile Justice and Delinquency Prevention is cited.

1998 Lipsey, MW and Wilson DB; Effective Intervention for Serious Juvenile Offenders: Synthesis of research.

R Loeber and D Farrington (eds): Serious and Vilent Juvenile Offenders: Risk Factors and Successful Interventions

Teaching Family Association: www.teaching-family.org

SECTION V	Terms of Agreement

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Davie** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Barium Springs Home for Children** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2013** and shall terminate **Jun 30, 2014**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount $6630 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 1.2; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to N.C.G.S. §143B-516 9b) (11), for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. 105-164.14; and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS , the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

Reference: 28 NCAC 02A.0106 (a), (c), (e); consistent with the N.C.G.S.§143C-6-23, and in compliance with DPS policy JCPC 1.1;

Sponsoring Agency Contractor(s)/Subcontractors

☑ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program

Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 1.2;

Reference: 28 NCAC 02A.0202 and DPS/JCPC Policy JCPC 2-2.5; JCPC 1.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;
3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with N.C.G.S. §

159-15;

4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

Reference: 28 NCAC 02A .0103 - .0108; DPS/JCPC Policy JCPC 2-2.5; JCPC 1.2

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such

enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 28 NCAC 02A.0110; DPS/JCPC Policy JCPC 2

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally
accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N. C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency 's board of directors or other governing body, stating that the Sponsoring Agency does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts,* shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.
Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC
Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Barium Springs (Davie County)		Fiscal Year	FY 13-14

Item #	Justification	Expense	In Kind Expense
390	Temporary Shelter Care	$6,630	
490	Agency Technology & Phone Support & Indirect Expenses	$1,989	
TOTAL		$8,619	

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII **Program:** Barium Springs (Davie County)

Fiscal Year: FY 13-14 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services			**$0**
120 Salaries & Wages			$0
180 Fringe Benefits			$0
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials			**$0**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials			$0
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$6,630**		**$6,630**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$6,630		$6,630
IV. Fixed Charges & Other Expenses	**$1,989**		**$1,989**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges	$1,989		$1,989
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$8,619**		**$8,619**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)
FY 13-14 Davie County Funding ID: 430-XXXX	
Sponsoring Agency: Barium Springs Home for Children	Program: Barium Springs (Davie County)

$6,630	DPS/JCPC Funds	* This is the amount approved in your application	
30%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
$1,989	County Cash	Davie County	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$8,619	TOTAL	$1,989	$1,989
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

Davie County
Juvenile Crime Prevention Council
Administrative Budget
2013-14

Professional Services, Contract for JCPC Coordinator	3,000
Lunch-6 meetings	900
Travel	200
Supplies	600
Education	300
Total	$5,000