



North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 17-18	DPS/JCPC FUNDING # (cont only)	211-XXXX
COUNTY:	Buncombe	AREA:	Western Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:		Earn and Learn Restitution	

SPONSORING AGENCY:	Buncombe Alternatives		
SPONSORING AGENCY PHYSICAL ADDRESS:	70 Woodfin Place Asheville NC 28801	Suite 127 28801	
SPONSORING AGENCY MAILING ADDRESS:	PO Box 8069 Asheville NC 28814	28814	
TYPE:	Non-Profit	FEDERAL ID #	56-1337121

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
17249	Earn and Learn Community Services and Restitution Program	Restitution/Community Service	\$ 221,527
Total cost of components:			\$ 221,527

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

Name:	Karen Peerson	Title:	Executive Director		
Mailing Address:	PO Box 8069	City:	Asheville	Zip:	28814
Phone:	(828) 776-0173	Fax:		E-mail:	karen@buncombealternatives.org

Contact Person *(if different from program manager)*

Name:	Karen Peerson	Title:	Executive Director		
Mailing Address:	PO Box 8069	City:	Asheville	Zip:	28814
Phone:	(828) 776-0173	Fax:		E-mail:	karen@buncombealternatives.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Judy Rudolph	Title:	Treasurer		
Mailing Address:	PO BOX 8069	City:	Asheville	Zip:	28814
Phone:	(828) 691-0777	Fax:		E-mail:	Judy@legalaidnc.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
17249	<p>NAME OF COMPONENT: Earn and Learn Community Services and Restitution Program</p> <p>BRIEF DESCRIPTION: Earn and Learn Juvenile Restorative Community Services is the only community service/restitution program in Buncombe County. This program works with youth assigned community service hours and/or given a monetary compensation requirement for victims provided through DACJJ. Through supervised, assigned work and journaling, juveniles provide important service to the community, are held accountable for their actions, and given the opportunity to acknowledge any harm they may have caused.</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Earn and Learn Community Services and Restitution Program					Component ID # 17249
What is this component's maximum client capacity at any given time?					125
Frequency of client contact per month:	12	Anticipated Average Length of Stay:	160	Days	
Total Component Cost:	\$221,527	÷ by	Estimated # to be served during funding period:	125	
Estimated Average Cost Per Youth:			\$1,772		
Applies to continuation programs only.	Actual number of youth admitted FY 15-16:		70		
	70	Number of admissions Juvenile Justice Referred	100% of total admissions		
	0	Number of admissions Law Enforcement Referred	0% of total admissions		
	0	Number of admissions District Court Referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Earn and Learn Community Services and Restitution Program
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>The Division of Adult Corrections and Juvenile Justice (DACJJ) requires a service that allows youth involved with the justice system the ability to pay restitution for offenses committed in Buncombe County. In addition, the JCPC identified Restitution/Community Services as a gap in the county's continuum of services.</p> <p>Earn and Learn is the only such program of this nature in Buncombe County or Asheville City. Restitution can be monetary, due to damage to property or physical harm, or abstract; providing a way for the juvenile to give back to the community and understand the impact of his/her offense.</p> <p>Earn and Learn Juvenile Restorative Community Services provides youth with the opportunity to complete court ordered community service throughout Buncombe County and Asheville City in order to earn restitution wages at a rate of \$5.00/ hour, when court ordered. Community service allows face-to-face time with community members, adult staff members, and other youth in a setting that is in stark contrast to school and home. This allows juveniles to express themselves in a positive environment where they are not only heard but also come to understand the consequences of both positive and negative decision making. This process of restorative justice (giving back to the victim, community, family, and juvenile), not only provides compensation to victims, but also allows the juvenile to change his/her world view, leading to positive decision making and fewer experiences with the juvenile court system.</p>	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>Earn and Learn Juvenile Restorative Community Service accepts juveniles between the ages of 11 and 17. Clients are referred through the Division of Adult Corrections and Juvenile Justice after they have been ordered to complete community service hours that may or may not include monetary restitution. We serve both diverted and adjudicated youth with low to high risk assessments.</p> <p>Each client/family is contacted within 10 days of receipt of the referral and an intake interview is scheduled in order to ensure the client and his/her family understands all expectations, rules and regulations of the program.</p> <p>Communication is often an obstacle to successful engagement in the Earn and Learn program. In order to ensure the target population is served effectively, each client is contacted by phone, mail, and email (if applicable) to schedule an intake interview. Additionally, each client/family has the ability to miss 3 intake interviews before the referral is closed.</p> <p>Once the target population is admitted, all efforts are made to provide a seamless transition into the program by examining family schedules (including work, therapy, and outside activities), providing transportation with Buncombe Alternatives, Inc. vans, creating both school based and Saturday work groups, as well as individual placement options, if necessary.</p> <p>Exit interviews are conducted at the conclusion of program participation in order to ensure the target population was served in an effective manner.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>Earn and Learn Juvenile Restorative Community Services addresses acts of juvenile delinquency by requiring youth to</p>	

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NAME OF COMPONENT:	Earn and Learn Community Services and Restitution Program
<p>take responsibility for their actions through restorative justice. Juveniles increase their understanding of wrongdoing as well as their involvement in the community through community service and other educational opportunities provided by our program.</p> <p>Our primary goals are:</p> <ol style="list-style-type: none"> 1.Ensure any victims of an offense receive monetary restitution. 2.Provide youth with the understanding of the community in which they live and their role as an active citizen. 3.Hold all clients within the program accountable for their actions and help them understand their wrongdoing through journaling, community service, and consistent discussion of home and school life. 4.Assist in the reduction of future crimes through education and community involvement. 	
<p>4. Measurable Objective(s): <i>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.</i></p> <p>70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>70% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p> <p>70% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p> <p>70% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p>	
<p>5. Elevated Risks and Needs: <i>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.</i></p> <p>We will be addressing the following elevated risks and needs:</p> <p>Number of Undisciplined or Delinquent Referrals at Intake: 41% of assessed youth have 1 or more prior referrals. 19% of assessed youth have two or more prior referrals. Earn and Learn directly addresses multiple referrals by instituting restorative justice programming. Our clients actually learn how to give back to the community and also discuss the behaviors that got them involved in the court system. This is accomplished through motivational interviewing, interactive journaling, and creation of a plan of care that includes behavior management and positive goal setting.</p> <p>Relationships with Peers: 59% of assessed youth lack pro-social peers or sometimes to regularly associate with delinquent others. 25% of assessed youth regularly associate with others involved in delinquent activity. 45% of assessed youth sometimes to regularly associate with delinquent peers and 3% of assessed youth have gang</p>	

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<p>associations. Earn and Learn directly addresses these peer relationship issues by creating new pro-social environments for clients through community service. Clients are exposed to a larger community while in a structured environment that shows them the value in completing assigned tasks.</p> <p>School Behavior Problems: 86% of assessed youth have school behavior problems. 79% of assessed youth have serious to moderate school behavior problems. We work with school officials (if necessary), juvenile court counselors, and the family to address possible in-school challenges and ways to correct the problems identified. These challenges are addressed in both the individual plan of care created at intake and during the journaling conducted during each community service work group session. If new challenges arise, the Earn and Learn program addresses these issues almost immediately in the face-to-face encounters during work group and weekly check-ins for individually placed clients.</p> <p>We also serve as a partner with the Juvenile Justice Treatment Continuum (JJTC) which has DACJJ and various representatives from the mental health community involved in weekly meetings that help address and reduce negative behaviors in school and at home. Our involvement in JJTC and our ability to provide pro-social activities like community service helps reduce negative behaviors in school and at home and increase positive peer relationships. Clients have not only the ability to become involved with their community, giving them fewer opportunities to make negative choices; they learn how to make better decisions in relation to their behaviors in the future.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Earn and Learn Community Services and Restitution Program
<p>1. Location: <i>List physical address(es) and describe where program services are delivered.</i></p> <p>70 Woodfin Place, Suite 127 Asheville, NC 28801 is the physical address of Buncombe Alternatives, Inc. All client intakes and office work are done at this location.</p> <p>Actual community service is preformed throughout Buncombe County and Asheville City in supervised work groups based on the school location, on Saturdays, or through individual work sites.</p>	
<p>2. Operation: <i>Describe the daily/weekly schedule of program operation.</i></p> <p>A typical work day will include a meeting with other staff at Buncombe Alternatives, Inc. to discuss clients and brainstorm any additional assistance that can be given to a juvenile and his/her family, general office hours, intake interviews with clients, and meetings with volunteers. Once a week there will also be a meeting with juvenile court counselors and any mental health professionals involved with a client in-order- to assess progress and address any risks or needs identified.</p> <p>Office hours consist of a multitude of tasks. These include, receiving referrals from the Buncombe County Courthouse, scheduling client and family intake interviews, completing client files, updating all database information, staying in contact with community service locations, speaking with Earn and Learn clients and their families, and contacting juvenile court counselors to discuss current clients in the program.</p> <p>Intake interviews for the program are generally conducted Monday through Friday between the hours of 3:00pm and 7:00pm by the Associate Executive Director. Families are given additional days and times outside of these options if needed. Intake interviews last approximately 45 minutes and include an extensive discussion with both the client and parent/guardian about the rules and regulations of the program, the offense, behavior at home and in school, and attitude towards others. At the end of the interview, a client is given an individualized plan of care that reiterates all expectations of the program and discusses any attitude or behavior changes that must occur throughout his/her involvement.</p> <p>Community service work groups occur on Mondays, Tuesdays, Wednesdays and Saturdays. After school work groups begin at 3:10 and end at approximately 6:30pm. Saturday work groups vary in specific times, but generally last 4 hours. All work groups are supervised by the Director of Program Services and Community Development, unless overflow work groups are necessary and those are supervised by the Associate Executive Director and or the Executive Director.</p> <p>Throughout the year, the Associate Executive Director and Director of Program Services and Community Development also recruit and train adult volunteers, assist with JCPC requirements, attend local and national conferences, and assist the Executive Director with the budget. Twice a year all the executive staff conduct schedule site visits to monitor each site and those records are kept on file and available for review.</p>	
<p>3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>Executive Director: Requirements: A Bachelor's Degree in administration, social science, or related areas. Understanding of motivational interviewing, budget creation, fundraising, and staff management. Responsibilities: securing annual funding from</p>	

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<p>various sources, arrange in-kind donations, conduct annual donor relations, ensure the agency's strategic plan and bylaws are in accordance with operations and remain current. Oversees program operations, staff operations and community collaboration. Creates the Annual Plan of Work and the Strategic Planning for the agency. The ED assists with basic programming and participates in JJTC supervisors meetings, staff meetings. Recruits board members and conducts board trainings and development.</p> <p>Associate Executive Director: Requirements: A Bachelor's Degree in social science, education or related areas. Understanding of motivational interviewing, effective communication, and staff management. Responsibilities: Conducts intake and exit interviews, supervises client behavior issues, and assist in maintaing all program operations manuals. The AED must be organized and carry out a multifaceted workload. Responsibilities: Manages all daily operations focused on and related to the Earn and Learn program. Completes intake and exit interviews for the Earn and Learn program. Assists the ED in creation of programming budgets to fit the plan of work. The AED must supervise the Director of Program Services and Community Development, oversee NC Allies, admit/terminate clients, assist in volunteer management, and assist in monitoring any clients in crisis.</p> <p>Director of Program Services and Community Development: Requirements: A Bachelor's Degree in social science, education or related areas, understands motivational interviewing & effective communication. Can analyze facts and statistics, and supervise youth in an effective manner. Responsibilities: Works with all Earn and Learn clients completing community service both in work group and independently. Also, finds community service placement locations that may be used by all Earn and Learn clients.</p> <p>Teen Court Coordinator: Requirements: A Bachelor's Degree in social science, education or equivalent experience in related areas, understands motivational interviewing and effective communication. Can analyze facts and statistics, supervise and train youth in an effective manner. Responsibilities: Oversees work groups when the Director of Program Services and Community Development is unavailable and supervises any Earn and Learn clients that attend Teen Court for community service.</p> <p>Adult Volunteers: Requirements and responsibilities: All adult volunteers will have a current background check and fill out a volunteer application. Also, all volunteers will adhere to expectations of confidentiality. Adult volunteer duties range from mentoring Earn and Learn clients, creating educational opportunities, assisting in work group supervision, and/or office work.</p>	
<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</p>	
<p>5. Admission Process: <i>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.</i></p> <p>Referral Process: Referrals are accepted from a court counselor at the DACJJ, who has given court ordered community service or community service through a diversion contract. Referrals do not come from the general community. All referrals must include a general referral form (including a risk score), a diversion contract or court order, and a victim impact</p>	

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<p>statement (if necessary).</p> <p>Reasons for Refusal of a Referral: Referrals could be refused from Earn and Learn Restorative Juvenile Community Service for the following reasons.</p> <ol style="list-style-type: none"> 1. Client's behaviors are too severe for the abilities of the Buncombe Alternatives, Inc. staff. 2. The client is a sex offender that has not reached the correct level in his/her therapy that includes reintegration in the community. 3. The client is not currently living in Buncombe County <p>Intake Process: The Associate Executive Director contacts the family within 10 days of receipt of the referral in order to set up an intake interview with the client and his/her family. The intake interview takes approximately 45 minutes. During the intake process, the client and the parent/guardian must fill out all relevant paperwork to enroll the client in the program, the client must answer questions that revolve around his/her offense, behavior in school and at home, and future goals. This allows for the creation of an individual care plan and agreement in order to address inappropriate behaviors and a timeline for completion.</p> <p>Admission Process: Once the intake interview is completed, the client is admitted and given a start date from the Director of Program Services and Community Development. Community service is either in a supervised work group or in an individual work site placement based on availability and scheduling. The client must attend community service on each assigned day and must follow all rules and regulations of the program.</p>	
<p>6. Termination Process: <i>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.</i></p> <p>A youth is terminated from the Earn and Learn program when he/she has completed the required community service hours and required journaling or when the client has refused to follow the rules of the program. The client is terminated by the Associate Executive Director within 7 days of completion or removal from the program and a letter is sent to the juvenile court counselor and parent, notifying them of the type of termination. Juvenile court counselors, parents, and the Director of Program Services also communicate about further recommendations in relation to the client and family. If the client is deemed successful or satisfactory, the Associate Executive Director will set up a final exit interview with the client over the phone.</p> <p>Successful Termination: A client can be successfully terminated from the program when he/she has completed the assigned community service hours and followed the rules of the program. The Director of Program Services manages this process and the Associate Executive Director successfully terminates the client in NC Allies.</p> <p>Satisfactory Termination: A client has a satisfactory termination from the program when he/she has completed the community service hours but</p>	

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<p>has done so while struggling to follow the basic rules and regulations of the program. The Director of Program Services manages this process and the Associate Executive Director satisfactorily terminates the client in NC Allies.</p> <p>Unsuccessful Termination: A client has an unsuccessful termination when he/she does not comply with the rules and regulations of the program and does not complete the required community service hours. The Director of Program Services manages this process and the Associate Executive Director unsuccessfully terminates the client in NC Allies.</p> <p>Non-Compliant Termination: A client is considered non-compliant when he/she refuses to follow the rules and regulations of the program and/or refuses to complete the required community service hours. <i>How is the referring agency involved with the termination process?</i> DACJJ is involved in the termination process in the following ways:</p> <p>When a client is successfully or satisfactorily terminated from the Earn and Learn program, a letter is sent to the juvenile court counselor, notifying them of the successful termination. Juvenile court counselors and the Earn and Learn staff also communicate about further recommendations in relation to the client and family.</p> <p>When a client is unsuccessfully terminated from the Earn and Learn program, a discussion of client progress has already occurred with the juvenile court counselor. The court counselor is aware of the errant behavior and/or repeated absences involving the client and agrees with the decision of unsuccessful termination. Earn and Learn staff member then sends a letter of unsuccessful termination.</p> <p>When a client is terminated due to non-compliance a discussion of a client's lack of progress or refusal to attend community service occurs with the juvenile court counselor almost immediately and the court counselor agrees with the decision of non-compliant termination. The Earn and Learn staff member then sends a letter of termination.</p>	
<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>The Associate Executive Director speaks to all referring court counselors about initial contact with the family and referral paperwork. The court counselors are notified of client admission to the program within 10 days of referral.</p> <p>The Director of Program Services and Community Development maintains communication with court counselors by sending monthly email updates on all clients and continues updates over phone and email when necessary.</p> <p>Court counselors also receive weekly verbal updates during Juvenile Justice Treatment Continuum staff meetings for all Earn and Learn clients that are involved with JJTC from the Director of Program Services and Community Development.</p> <p>The Associate Executive Director maintains communication with court counselors by sending any relevant updates for clients with severe behavioral issues and speaks with the court counselors to address any program related concerns they may have.</p> <p>The Executive Director communicates with the Chief Court Counselor on a regular basis to discuss any statistical data</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Earn and Learn Community Services and Restitution Program
or other overarching needs and/or concerns.	
<p>8. Intervention/Treatment: <i>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?</i></p> <p>The Earn and Learn program holds all clients accountable for their behavior and helps to redirect that behavior in the following ways:</p> <ol style="list-style-type: none"> 1. During the initial intake interview, the client and family, along with the Associate Executive Director, discuss inappropriate behaviors and formulate an individual care plan that addresses the offense, grades at school, and behaviors that the client and family wish to improve during their time in the program. 2. Weekly phone check-in with the Director of Program Services and Community Development for clients completing community service individually. This allows Buncombe Alternatives, Inc staff to address and redirect any negative behaviors and establish progress in school, the community and at home. 3. When a client attends community service, he/she has the ability to see the positive effect they have on not only the community service location but also on the people that are helped through that location. Also, when a client completes his/her community service hours, there is a sense of accomplishment many clients have never experienced before. 4. All clients attending community service complete evidence based interactive journaling that encourages positive changes in behavior. 5. Clients will continually work on understanding the mistakes made and work to repair any harm they have caused to the community, their families and themselves. <p>The Earn and Learn program involves parents/guardians in the following ways:</p> <ol style="list-style-type: none"> 1. Parents/guardians must attend the initial intake interview with Buncombe Alternatives, Inc. staff and accept all of the rules and regulations of the program. 2. Parents/guardians must be engaged with the staff member his/her child is working with. They will receive regular check-ins from Buncombe Alternatives, Inc. staff ensuring program expectations are followed by their children at all times. 3. Parents/guardians may be required to provide transportation to community service. 4. Parents/guardians must provide support to their child and assist them in not only completing community service but also in meeting the goals of the plan of care. 	
<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The Earn and Learn program is an effective restorative community service and restitution program following the</p>	

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<p>Standardized Program Evaluation Protocol (SPEP) for Assessing Juvenile Justice Programs. This is the only community service/restitution program in Buncombe County. The program has a SPEP service type and a current score of 56. Programs with a SPEP score of over 50 are considered effective.</p> <p>In order to meet the SPEP service type, the Earn and Learn program's optimal client engagement is 12 weeks and 60 hours of community service. 63% of our clients are kept for at least 12 weeks but only 3% of our clients currently meet the requirement of 60 hours of community service. Community service hours are stipulated in the court order and not generated by our program. SPEP states that the optimal dosage for a community service/restitution program in order to reduce recidivism is 12 weeks and 60 hours of community service.</p> <p>All clients complete community service hours for a minimum of two days a month, completing no less than 8 hours per month as stipulated in SPEP protocol.</p> <p>Earn and Learn employs an evidence based interactive journaling program in the community service process. All clients work on at least one interactive journal during their time at community service (unless a developmental delay is present in a client, preventing them from completing an assigned journal).</p> <p>The Forward Thinking Journal Series is a cognitive-behavioral series that uses evidence-based strategies to assist youth involved in the criminal justice system in making positive changes to their thoughts, feelings and behaviors. Applying the information presented in the Interactive Journals to their own lives helps participants achieve their goals for responsible living.</p> <p>The Forward Thinking Interactive Journaling® Series was developed in collaboration with the California Department of Corrections and Rehabilitation, Division of Juvenile Justice's Interactive Journaling® Charter. Interactive Journaling® is included in SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP). Buncombe County Teen Court assigns the following journals as a requirement in sentencing:</p> <p>What Got Me Here Responsible Behavior Relationships and Communication</p>	

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and Buncombe County, (<i>hereinafter referred to as the County</i>), <i>the County's Juvenile Crime Prevention Council</i> (<i>hereinafter referred to as the JCPC</i>) and Buncombe Alternatives (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<p>Term of Agreement</p>	
<p>This Agreement shall become effective Jul 1, 2017 and shall terminate Jun 30, 2018.</p>	
<p>Payment to Sponsoring Agency</p>	
<p>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 \$168727 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<p>Availability of Funds:</p>	
<p>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.</p>	
<p>Responsibilities of the Parties</p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> 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 3. Operations: Program Oversight and Monitoring; 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. <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> 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 14B NCAC 11B.0105, 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(c); 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: 14B; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements

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;

The JCPC shall:

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 Code; N.C.G.S. §143B-801(a);143B-602;143B-851
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 3. Operations: Program Oversight and Monitoring

Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.

The County shall:

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 14B NCAC 11B.0108
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: 14B; Chapter 11; Subchapter B; JCPC Policy 3, 7, 8, 9, 10, and 11

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: 14B NCAC 11B.0110; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements

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			
Earn and Learn Restitution		Fiscal Year	FY 17-18
Item #	Justification	Expense	In Kind Expense
120	Director of Program Services & Community Development (90 %) of (\$38,000)	\$34,580	
120	Associate Executive Director (75% of (\$46,000)	\$34,660	
120	Executive Director (70%) of (\$48,000)	\$38,130	
120	Teen Court Coordinator (15%) of (\$18,200)	\$2,730	
180	Fringe Benefits: FICA 7.65% x 73% = \$8,432 / Workers Comp \$900 x 73% = 657 / SUTA .6% x 73% = 383 / Health (79%) \$16,515	\$20,660	
190	Community Site Supervisors \$15 hr x 3,200 (based on hourly rate of supervisors position at work site)		\$48,000
190	Fees for Bookkeeping 125 hours at \$22 per hour (contract attached)	\$2,750	
190	Audit (Conducted Annually by Corliss and Solomon) Letter of engagement available upon request	\$2,900	
210	Cleaning services/ trash and recycling (\$150 month x12 months = \$1,800		\$1,800
220	Food and beverages for work crews and two banquets for incentive	\$500	
230	Special Program Materials (Evidence based Journaling program)	\$500	
250	gas, oil, general maintenance to vehicles	\$1,500	
260	toner,printer ink, general office supplies, staff calendars, pens	\$400	
320	mobile phones x 4 \$325 a month x12 = \$3,900 , internet, fax, land line (ATT) \$125 a month x 12 =\$1,500	\$5,400	
320	Postage and PO Box - PO Box contract available upon request	\$400	
390	Restitution Bank	\$7,062	
390	Tuition, registration fee, and other related expense for training of employees: NC Restitution Conference/ First Aid CPR recertification/Crisis Management /Training log on file and available upon request	\$500	
410	office space - Lease Available upon request - Annual contract - \$10 x 1,030 sq ft	\$10,300	
410	In Kind Donation of Office Space - Lease and valuation on file		\$3,000
450	Insurance clients/volunteers(\$280) BOD Liability (\$1,795) Vehicles (\$2,995), renters insurance \$585 (Insurance of Asheville) / Binders of insurance kept on file and available upon request	\$5,655	

490	NCACRP (National Restitution Fees) Grassroots Subscription Fee and NC Center for Non Profits fee / Membership and certificates available upon request	\$100	
TOTAL		\$168,727	\$52,800

Job Title	Annual Expense Wages	Annual In Kind Wages
Director of Program Services & Community Development	\$34,580	
Teen Court Coordinator	\$2,730	
Executive Director	\$38,130	
Associate Executive Director	\$34,660	
TOTAL	\$110,100	

SECTION VII**Program:** Earn and Learn Restitution**Fiscal Year:** FY 17-18**Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	\$136,410	\$48,000	\$184,410
120 Salaries & Wages	\$110,100		\$110,100
180 Fringe Benefits	\$20,660		\$20,660
190 Professional Services*	\$5,650	\$48,000	\$53,650
*Contracts MUST be attached			
II. Supplies & Materials	\$2,900	\$1,800	\$4,700
210 Household & Cleaning		\$1,800	\$1,800
220 Food & Provisions	\$500		\$500
230 Education & Medical	\$500		\$500
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$1,500		\$1,500
260 Office Supplies and Materials	\$400		\$400
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$13,362		\$13,362
310 Travel & Transportation			\$0
320 Communications	\$5,800		\$5,800
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$7,562		\$7,562
IV. Fixed Charges & Other Expenses	\$16,055	\$3,000	\$19,055
410 Rental or Real Property	\$10,300	\$3,000	\$13,300
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$5,655		\$5,655
490 Other Fixed Charges	\$100		\$100
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	\$168,727	\$52,800	\$221,527

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 17-18 Buncombe County Funding ID: 211-XXXX			
Sponsoring Agency: Buncombe Alternatives Program: Earn and Learn Restitution			
\$168,727	DPS/JCPC Funds	* This is the amount approved in your application	
30%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
\$48000	Local In-Kind 1	Volunteer service hours	(Specify Source)
\$4800	Local In-Kind 2	Leslie and Associates Properties	(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$221,527	TOTAL	\$50,618	\$52,800
		Required Local Match	Match Provided

DocuSigned by:
Cindy Porterfield
 798FE7A4BD9F419... 6/23/2017
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.
 DocuSigned by:
Jennifer Durrett
 35B0A038A05E4C6... 6/21/2017
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.
 DocuSigned by:
Danielle Arias
 D1EE52391E4449E... 6/21/2017
Chair, Juvenile Crime Prevention Council **Date**

DocuSigned by:
Karen K Pearson
 E9E722F5166746C... 6/19/2017
Program Manager **Date**

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: MAY 16 1997

Buncombe Alternatives Incorporated
60 Court Plaza Ste. 607
Asheville, NC 28801-3519

Person to Contact:
Brenda Brock
Telephone Number:
513-241-5199
Fax Number
513-684-5936
Federal Identification Number:
56-1337121

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1984 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

-2-

Buncombe Alternatives Incorporated
56-1337121

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

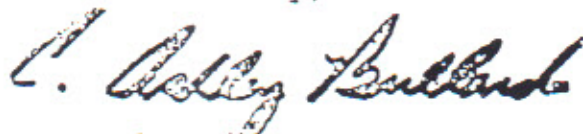
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director



NC DEPARTMENT OF PUBLIC SAFETY
 NOT FOR PROFIT
 DPS CONFLICT OF INTEREST POLICY STATEMENT



This document is only required from not for profit organizations ONLY: *In accordance with the N.C.G.S. 143C-6-23 (b), every Grantee shall file with the State agency/Grantor a copy of the Grantee's agency policy addressing conflicts of interest that may arise involving the Grantee'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 Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. Agency conflict of interest policy shall be submitted to the Department of Public Safety (DPS) to avoid any delay with the disbursement of DPS JCPC funds.*

The Grantee shall submit this form (Not for Profit DPS Conflict of Interest Policy Statement Form DPS 13 001) along with the agency's conflict of interest policy when applying for funding.

Accordingly, no member or board member of the private, nonprofit entity may receive directly or indirectly, any funds received from the State of North Carolina, except for duly, authorized staff compensation and benefits, and reimbursement for expenses actually incurred in connection with the private, nonprofit entity's business and in accordance with final approved grant agreements.

WHEREAS, ***Buncombe Alternatives, Inc.*** desires to require its Board of Directors and managing employees to avoid conflicts of interest or the appearance of impropriety in the disbursement of State funds;

THEREFORE, no member of the Board of Directors or staff members of said private, nonprofit entity shall participate in the solicitation, negotiation, formation, award, arbitration, modification, or settlement of any contract or grant funded in whole or in part by State funds or of any dispute arising under such contract or grant when the director or staff members stands to benefit, either directly or indirectly, from such grant or contract;

PROVIDED, no member of the Board of Directors or staff members shall be deemed to benefit directly or indirectly from any contract or grant funded in whole or in part by State funds if he/she receives only the salary or stipend due to him/her in the normal course of employment with, or service to, said private, nonprofit entity.

FURTHERMORE, said private, nonprofit entity has written conflict of interest policies and reporting procedures applicable to board members, staff members and volunteers who have any interest or any authority regarding the resources of the private, nonprofit entity. These policies have been communicated to board members, staff members and volunteers and full disclosure has been provided for any possible appearance of conflict of interest that may exist.



NC DEPARTMENT OF PUBLIC SAFETY



NOT FOR PROFIT

DPS CONFLICT OF INTEREST POLICY STATEMENT

The following serves to identify and document any personal interest staff members, officers, and members of the Board of Directors may have. This document is also to be used to disclose any transactions that may result in personal, financial, professional and/or political gain at the expense of DPS. The statement requires that all personal relationships that may inappropriately influence (bias) actions be disclosed. Relationships, be it personal, financial, professional and/or political are required to be disclosed to DPS. Conflict means a conflict or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members or the Board of Directors.

Private, nonprofit entities shall make full disclosure by notice in writing to the full Governing Board/Council all conflicts of interest, if "yes" is answered to any of the following: (Check all that apply)

	YES	NO
1. A Board member is related to a staff member.	<input type="checkbox"/>	x
2. A staff member in a supervisory capacity is related to another staff member whom he/she supervises.	<input type="checkbox"/>	x
3. A staff member is related to another staff member.	<input type="checkbox"/>	x
4. A board member or staff member has or may have personal, financial, professional, and/or political gain at the expense or benefit of the private, nonprofit entity.	<input type="checkbox"/>	x
5. There is a business entity in which a staff, board, or family member participates that may be viewed as having direct or indirect influence over the private, nonprofit entity's business.	<input type="checkbox"/>	x
6. A staff, board, or family member may be viewed as having direct or indirect financial gain from personal or business investments/interest in real property held by that staff, board, or family member.	<input type="checkbox"/>	x
7. A staff or board member received honorarium or other compensation outside of the scope of employment/operations with the private, nonprofit entity that creates or appears to create bias.	<input type="checkbox"/>	x
8. A staff or board member secured employment with a competitor or other similar private, nonprofit entity.	<input type="checkbox"/>	x
9. Ongoing, paid consulting work outside of the staff member's current employment or board member's with your private, nonprofit entity exists.	<input type="checkbox"/>	x



NC DEPARTMENT OF PUBLIC SAFETY



NOT FOR PROFIT
DPS CONFLICT OF INTEREST POLICY STATEMENT

1. If "yes" is checked to any of the aforementioned items, the JCPC Program Manager and Board Chair must ensure details for any transaction that exists are described and attached to this form.
2. If this statement fails to list a transaction that may exist that is non-financial in nature, please attach details.
3. Details must include at least the name, and, address, or persons involved, and a description of the relationship and the transaction.

Note: Failure to disclose any conflict of interest transaction that exists or is potential within your private, nonprofit entity may result in the cessation of any further DPS JCPC State funds.

County: Buncombe

Agency's Name:
(Legal Applicant) Buncombe Alternatives, Incorporated

Federal Tax ID #: 56-1337121

Private, Nonprofit

Entity Name: Buncombe Alternatives, Incorporated

Executive Director's Print Karen K Peerson (Date of Signature)

Name: Sign Karen K Peerson 1/31/17

Board Chair's Print Kyle Hovermale (Date of Signature)

Name: Sign Kyle Hovermale 1/31/17

Sworn to and subscribed before me on the
Day of the date of said certification

(Notary Public)

Denise A. Lockett
Notary Public
Watauga County, NC
My Commission Expires 1/31/2021

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of July 01, 2014, by and between Buncombe Alternatives, Inc., of PO Box 8069, Asheville, North Carolina 28814-8069, and Mary Ellen Southard, of 40 High Valley Estates Court, Alexander, NC 28701. In this Agreement, the party who is contracting to receive the services shall be referred to as "BA", and the party who will be providing the services shall be referred to as "Ms. Southard".

1. DESCRIPTION OF SERVICES. Beginning on July 01, 2015, Ms. Southard will provide Bookkeeping Services.

2. PAYMENT FOR SERVICES. "BA" will pay compensation to Ms Southard for the Services. Payments will be made as follows:

\$750 per quarter

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Ms. Southard is an independent contractor with respect to BA, and not an employee of BA. BA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for Ms Southard.

5. CONFIDENTIALITY. Ms. Southard will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any information that is proprietary to BA. Ms. Southard will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

7. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of North Carolina.

PARTY CONTRACTING SERVICES:
Buncombe Alternatives, Inc.

By: _____
Karen Peerson
Executive Director

SERVICE PROVIDER:
Mary Ellen Southard

By: _____
Mary Ellen Southard

Final Checklist for Independent Contractor Agreement

Company: Buncombe Alternatives, Inc.

Service Provider: Mary Ellen Southard

Make It Legal

_____ The Independent Contractor Agreement should be signed by both parties and becomes effective as of the date specified in the Agreement. This document can be e-signed. Using E-sign function will automatically send a signed copy of the Agreement to both parties and store it for future reference at RocketLawyer.com.

_____ If signing this Agreement by hand, it is advisable to sign two copies of the so that each party will have a hard copy with original signatures.

Copies

Give a signed copy of the document to:

_____ Buncombe Alternatives, Inc.

_____ Mary Ellen Southard

When to Consult a Lawyer

- * A lawyer should be consulted regarding any unique issues not addressed by this program. You can find a lawyer and share your document automatically for review at RocketLawyer.com.

Other Information

- * This document may be signed electronically (e-signed). If signing by hand, it is not necessary that the signatures be witnessed or notarized.
- * The Independent Contractor Agreement should only be used for a party who is an "independent contractor" with respect to the Company. If the arrangement between the Company and the Service Provider conforms more closely to the characteristics of an employee/employer relationship, the Employment Agreement may be more appropriate.
- * Signed copies should be kept in a fire-proof and safe location or online in secure storage. If you use the E-sign feature, the signed copy will be stored automatically. Alternately you can import and store your document online at RocketLawyer.com.

No Overdue Tax Debts ¹

Date of Certification 1/30/2017

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *Buncombe Alternatives, Incorporated* [Organization's Name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

Sworn Statement:

Kyle Hovermale [name of Board Chair] and Judy Rudolph [name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and Board Treasurer [Title of the Second Authorizing Official], respectively, of Buncombe Alternatives, Incorporated [Organization's Name] of Asheville [City] in the State of North Carolina [State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Kyle Hovermale
Board Chair Signature

1/31/17
Date

Judy M. Rudolph
Second Authorizing Official Signature

1/31/17
Date

Board Treasurer _____
Title of Second Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

Denise A. Lockett
(Notary Signature and Seal)

Denise A. Lockett
Notary Public
Watauga County, NC
My Commission Expires 1/31/2021

My Commission Expires: 1/31/2021

If there are any questions, please contact the Department of Public Safety that funded the program agreement. If needed, you may contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919) 807-4795

¹ G.S. 105-243.1 defines: "Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after

Buncombe Alternatives, Inc. Conflict of Interest Policy

Buncombe Alternatives, Inc. (BA Inc.) board members, staff and additional volunteers recognize a conflict of interest exists when the interests or concerns of any employee/volunteer or any member of his/her family or any party, group, or organization in which the employee/volunteer is actively involved may be seen as competing with the interest or concerns of Buncombe Alternatives, Inc. or any client thereof.

Employees/volunteers or any member of their family, acting individually, on behalf of any group, organization or business to which he/she has allegiance or obligation should not utilize his/her position at Buncombe Alternatives, Inc. for personal, professional, political, and/or monetary gain.

Employees/volunteers should not use for personal advantage or for the advantage of any private business or other business organization, confidential information or material acquired in the discharge of his/her duties (such as rosters, mailing lists, donor databases, telephone directories and the like).

Neither employees/volunteers nor any member of their family should accept gifts, entertainment, services, loans, and/or promises of future benefits from any person who personally or whose employer might benefit or appear to benefit because of the employee's connection to Buncombe Alternatives, Inc.

Employees/volunteers are expected to work out for themselves the most gracious methods of declining gifts and entertainment.

If a possible conflict of interest exists, the policy is as follows:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full board of directors in all conflicts of interest.
2. Following full disclosure of a possible conflict of interest, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition.
3. An interested director, staff member, or volunteer shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. The disinterested directors are authorized to impose by majority vote and other reasonable sanctions as necessary to recover associated costs against a director, staff member, or volunteer for failure to disclose a conflict of interest.
5. In the event that Buncombe Alternatives, Inc. has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director, staff member, or volunteer due to a conflict of interest and consequent sanctions and in the event that BA, Inc. prevails in such legal action, litigation, or appeal, BA, Inc. shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.

BA Inc. asks staff, board and additional volunteers to review the conflict of interest policy on an annual basis.

As a volunteer or employee of Buncombe Alternatives, Inc., I have read and understand the Buncombe Alternatives, Inc. conflict of interest policy. By signing below, I agree to abide by aforementioned policy.

Name: _____

Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Executive Director: _____

Date: _____

Board Signature: _____

Date: _____

Certificate Of Completion

Envelope Id: 52C5A7A6F0BE4CD684DC83FD840ADDA0	Status: Completed
Subject: DPS eSignature Request for Buncombe 211-10577 Earn and Learn Restitution	
Source Envelope:	
Document Pages: 34	Signatures: 4
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Payments: 0
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	DPS-DJJ Community Programs
	3040 Hammond Business PI
	Raleigh, NC 27603
	djjdp.applicationsupport@ncdps.gov
	IP Address: 207.4.107.21

Record Tracking

Status: Original 6/19/2017	Holder: DPS-DJJ Community Programs djjdp.applicationsupport@ncdps.gov	Location: DocuSign
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Signer Events

Karen K Peerson
karen@buncombealternatives.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Karen K Peerson
E9E722F5166746C...

Timestamp

Sent: 6/19/2017
Viewed: 6/19/2017
Signed: 6/19/2017

Using IP Address: 99.124.221.4

Electronic Record and Signature Disclosure:
Accepted: 6/19/2017
ID: b438e57b-0266-4c54-8f44-3fe552a97cd3

Danielle Arias
darias@rhanet.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Danielle Arias
D1EE52391E4449E...

Sent: 6/19/2017
Viewed: 6/21/2017
Signed: 6/21/2017

Using IP Address: 192.152.242.4

Electronic Record and Signature Disclosure:
Accepted: 6/21/2017
ID: 46087a84-c810-4dd0-b63d-af7b8b216858

Jennifer Durrett
jennifer.durrett@buncombecounty.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jennifer Durrett
35B0A038A05E4C6...

Sent: 6/21/2017
Viewed: 6/21/2017
Signed: 6/21/2017

Using IP Address: 64.147.209.78

Electronic Record and Signature Disclosure:
Accepted: 6/21/2017
ID: 8efc05e3-2c18-49d9-b3f8-0e97a8068bb5

Cindy Porterfield
cindy.porterfield@ncdps.gov
Director of Juvenile Community Programs
NC Dept of Public Safety
Security Level: Email, Account Authentication (None)

DocuSigned by:
Cindy Porterfield
798FE7A4BD9F419...

Sent: 6/21/2017
Viewed: 6/23/2017
Signed: 6/23/2017

Using IP Address: 45.37.201.178

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2017
Certified Delivered	Security Checked	6/23/2017
Signing Complete	Security Checked	6/23/2017
Completed	Security Checked	6/23/2017
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.pozun@ncdps.gov

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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