



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:	Barium Springs Home Based Services for Juvenile Sex Offenders		

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
17178	Home Based Services for Juvenile Sex Offenders	Sexual Offender Treatment	\$ 123,632
		Total cost of components:	\$ 123,632

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

Name:	Stephanie Knowles		Title:	Chief Operating Officer	
Mailing Address:	PO Box 1		City:	Banner Elk	Zip: 28604
Phone:	(828) 898-5465	Fax:	(828) 898-6140	E-mail:	sknowles@childrenshopealliance.org

Contact Person *(if different from program manager)*

Name:	Tammy Deitz		Title:	TASK Manging Director	
Mailing Address:	30 Garfield Street Suite D		City:	Asheville	Zip: 28803
Phone:	(828) 242-4836	Fax:	(828) 236-9825	E-mail:	TLDeitz@childrenshopealliance.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Jason Ainsley		Title:	Chief Financial Officer	
Mailing Address:	Post Office Box 1		City:	Barium Springs	Zip: 28010
Phone:	(704) 872-4157 Ext:2204	Fax:	(704) 838-1541	E-mail:	jainsley@childrenshopealliance.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
17178	<p>NAME OF COMPONENT: Home Based Services for Juvenile Sex Offenders</p> <p>BRIEF DESCRIPTION: The TASK Program serves male and female clients ages 8-20 who have been adjudicated of sexual offenses and ordered by the Court to participate in an evaluation and/or treatment. The objective is to provide a broad range of services to allow these youth to remain in their homes, promote safety in the community, and prevent further sexual abuse. Services include comprehensive evaluations; safety and treatment planning; case management; on-call support; individual, family, and group therapy.</p>

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: Home Based Services for Juvenile Sex Offenders					Component ID # 17178
What is this component's maximum client capacity at any given time?					8
Frequency of client contact per month:	10		Anticipated Average Length of Stay:	365	Days
Total Component Cost:	\$123,632	÷ by	Estimated # to be served during funding period:	7	
Estimated Average Cost Per Youth:			\$17,662		
Applies to continuation programs only.	Actual number of youth admitted last fiscal year:			4	
	0	number of admissions Juvenile Court referred		0% of total admissions	
	0	number of admissions Law Enforcement referred		0% of total admissions	
	4	number of admissions Juvenile Justice referred		100% of total admissions	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Home Based Services for Juvenile Sex Offenders
<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 JCPC Committee has identified treatment for youth who have committed sexual offenses as a priority for Buncombe County. Many of these youth are not eligible to receive this specialized treatment because they do not qualify for Medicaid, are unable to pay for services, or are in detention. (Services are not covered by private insurance companies and are too costly for families to pay privately. Our program currently has a contract with Vaya Health MCO to serve juveniles that have Medicaid coverage. However, Medicaid is inactive while youth are in custody.) To address this identified gap in services, JCPC funding allows these youth to be served through the TASK (Treatment Alternative for Sexualized Kids) Program, which provides intensive outpatient services that reduce out-of-home placements. Youth can be served while living in their homes, provided there is a suitable safety plan and proper structure, parental supervision, and prevention efforts.</p> <p>The TASK Program provides Comprehensive Clinical Assessments, Comprehensive Evaluations of Sexual Harm (CESH - formerly known as SOSE), individual, group, and family counseling.</p> <p>This Agreement states that we will serve 7 youth. However, we could serve additional juveniles if some are for evaluations-only, carry-over from the previous year's funding, or complete treatment in less than the average Length of Stay.</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>The target population for the TASK Program is juveniles (age 8-20) adjudicated of a sexual offense. Since youth that cause sexual harm required specialized risk assessments, all youth that are referred through the Court system will receive a Comprehensive Evaluation of Sexual Harm (CESH), regardless of their DPS risk assessment score. Youth in secure custody because of overall risk to the community are also eligible for a CESH. Youth determined to be appropriate for outpatient treatment based on the outcome of the CESH will be eligible for TASK treatment services.</p> <p>This program also provides transition services as a "step-down" program for juveniles who have been recently released from a Youth Development Center or residential treatment facility.</p> <p>Additionally, the youth's family receives services.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The goal of the TASK Program is to eliminate sexual recidivism by providing intensive and relatively long-term services to adjudicated youth and their families. This service addresses risk factors related to sexual and non-sexual reoffending, while developing and strengthening protective factors. While treatment is focused on eliminating unwanted behaviors, it is equally committed to enhancing protective and resiliency factors. Goals focus on improving families' abilities to understand and help their children and, therefore, improving supervision and family functioning while increasing community safety. Parents/caregivers develop skills to improve their interactions with the youth, reduce conflict, and improve communication.</p> <p>Many youth who offend have very poor social and life skills. The curriculum aims to improve skill development to help them be more successful in their homes and communities. Additional goals are implemented to assist the youth in</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Home Based Services for Juvenile Sex Offenders
developing skillsets that improve performance at school, both behaviorally and academically.	
<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>80% Clients will have no new complaints with an offense date after the admission date.</p> <p>80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>80% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>80% Clients will demonstrate improvement in replacement behaviors targeted in the individual service plan.</p> <p>80% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>80% Parents/legal guardians will actively participate in treatment as required.</p> <p>80% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>80% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>80% Clients will reduce sexually aggressive or inappropriate behaviors.</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>Youth who have committed sex offenses often have other behavioral and/or mental health issues, and the TASK model takes a global approach to treating and preventing further delinquency and Juvenile Justice involvement. Youth and families are assessed during the initial evaluation and throughout treatment for multiple issues beyond inappropriate sexual behaviors including, but not limited to: school behavior problems, substance abuse, association with delinquent peer groups, and family conflict/parenting skills. According to the 2015-16 Risk & Needs Assessment, these issues are prevalent in Buncombe County.</p> <p>Of the youth included in the Assessment, 86% have school behavior problems; an average of 73% has serious to moderate issues. To help in this domain, therapists work closely with schools to develop safety plans and improve academic performance and attendance. Additionally, specific goals are implemented to help youth improve behavioral functioning.</p> <p>Substance abuse is prevalent in 40% of juveniles in the Buncombe Juvenile Court System. Youth are assessed for substance use and/or abuse in the comprehensive evaluation, particularly because it presents as an elevated risk for problematic behavior. Clients exhibiting the need for substance abuse treatment as the primary treatment issue are referred out for specialized services.</p> <p>Youth that sometimes or regularly associate with others involved in delinquent/criminal activity is also identified as a need to be addressed. This domain is addressed in sex offense specific treatment assignments, group, and individual therapy. Through counseling, youth develop appropriate pro-social skills and other related skills geared toward making positive choices. Youth are also educated on healthy sexuality, boundaries, and developing safe, non-violent</p>	

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NAME OF COMPONENT:	Home Based Services for Juvenile Sex Offenders
<p>relationships.</p> <p>Needs continue to increase in Buncombe County regarding parental supervision skills and reported conflicts within homes. Family therapy is a core component of the TASK treatment model and is promoted with all families of adolescents entering the program. Therapy addresses ongoing family dynamics and parenting skills to enable parents to improve the ability to model appropriate responses. This helps them better address their child's behaviors and meet their needs. Psycho-education is also provided around sexual abuse dynamics and mental health needs so that families can better support their children.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Home Based Services for Juvenile Sex Offenders
<p>1. Location: <i>List physical address(es) and describe where program services are delivered.</i></p> <p>Group therapy, evaluations, and meetings will be conducted at the agency's office: 60 Livingston Street, Suite 100 in Asheville NC 28801. All other services occur in the community (i.e., home, school, work).</p>	
<p>2. Operation: <i>Describe the daily/weekly schedule of program operation.</i></p> <p>General office hours are Monday-Friday 8:00am-5:00pm. However, appointments typically occur around families school and work schedules in afternoons and evenings. Clients/Families receive at least 3 hourly contacts each week. These contacts consist of Individual, Family, and Group Therapy, and Case Management/Community Support.</p> <p>Other operations that occur, though not always weekly, are: evaluations, Child & Family Team meetings, Court appearances, school meetings, case management, treatment planning, community/committee meetings, paperwork, trainings, and required JCPC documentation/grant management.</p> <p>Clinicians or supervisors are on call 24/7.</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>A TASK Team consists of two clinicians and one QMHP. Clinicians are required to have a Master's Degree and one year post-degree experience working with at-risk juveniles. QMHPs are required to have a Bachelor's Degree and one year post-degree experience working with the same or similar client population. All staff initially receive 10 hours of TASK-specific training and then monthly supervision and quarterly training.</p> <p>Licensed Therapists' responsibilities include:</p> <ul style="list-style-type: none"> • Conduct Comprehensive Evaluations of Sexual Harm (CESHs) • Provide individual, family, and group therapy • Provide support and training to clients and staff related to behavioral and treatment strategies and interventions using the TASK treatment model • Complete intake, authorization, service delivery, and discharge documentation • Attend court-required meetings, Child and Family Team meetings, and internal staffings <p>Qualified Professionals' specific duties include:</p> <ul style="list-style-type: none"> • Work with caregivers in the implementation of home-based behavioral supports, including crisis management, case management, skills training, and other components of the TASK model • Provide parenting skills training to help families build skills for coping with youth disorders • Monitor and manage clients' presenting psychiatric and/or addiction symptoms • Co-facilitate group therapy services with licensed clinician • Ensure linkage to needed community services and resources, including arranging, monitoring, and coordinating services in a range of settings (home, school, shelter, libraries, etc.) • Provide 24-hour on-call support to clients and families • Complete intake, authorization, service delivery, and discharge documentation • Provide monthly reports to court counselors • Complete any additional required documentation based on funder requirements • Attend court-required meetings, Child and Family Team meetings, and internal staffings 	

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	<ul style="list-style-type: none"> • Provide transportation services for clients using company vehicles when needed <p>The Senior Clinician is required to be a licensed therapist in NC with a minimum of two years' experience with at-risk youth. This position provides administrative and clinical supervision to the TASK treatment team, ensuring fidelity to the model of care. This is done via monthly supervision, weekly case staffings, and as needed. Additionally, the Senior Clinician participates in community meetings with stakeholders and may provide direct care services as needed. The Senior Clinician for this team is a LMFT and has worked with juveniles that have caused sexual harm for 20+ years.</p> <p>The Program Director is required to have a Master's Degree and oversees all clinical supervision within the program. Current Director is an LCSW with six years' experience working with adolescents who have caused sexual harm, and works with Managing Director and staff to ensure fidelity to the TASK model.</p> <p>There are no volunteer positions.</p>
	<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>Primary Service: Cognitive Behavior; 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>Youth with a sexual offense charge may be referred by Juvenile Court Counselors after adjudication has occurred. Referral Forms are received by designated program staff and reviewed by the Senior Clinician, who then decides appropriateness for admission. Initial contact is made with the client/family and Juvenile Court Services is notified within 10 days. Referral information is entered into NC Allies within 7 days of receipt of the referral; admission information is entered within 7 days of admission to TASK.</p> <p>Each youth and family will participate in a face-to-face intake and each case may be staffed with a multi-disciplinary team for review of the diagnosis and proposed treatment plan.</p> <p>All referrals for CESHs are accepted and completed within 4-6 weeks depending on scheduling issues. Youth referred for TASK treatment require a CESH to determine appropriateness for services. Referrals for treatment would only be denied if the youth's risk and/or needs exceed program resources, though recommendations will be made for appropriate levels of care and treatment needs.</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>Goals for discharge are developed at admission and continually reviewed throughout the treatment process. This process includes input from the Child & Family Team (CFT), which includes the TASK team, client, legally responsible person, referring Court Counselor, and other treatment team members. As the client demonstrates progress towards goal completion, the Team will develop specific transition/discharge plans based on the client's individual needs. If any member of the CFT or the Team as a whole determines that a client needs a different level or intensity of care, the case will be reviewed by the members of the TASK team and in partnership with the CFT.</p>

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	<p>Successful program completions will be evidenced by the youth's demonstration of competency in all major areas of their lives such as school, home, and community, according to their specific treatment goals. Additionally, the client will show mastery in the following treatment domains:</p> <ul style="list-style-type: none"> A. Healthy sexuality/relationships B. Affect regulation/attachment C. Conflict resolution/social engagement D. Risk identification/mitigation E. Victim awareness/impact F. Cognitive/moral reasoning <p>Consumers meeting the majority of their treatment goals and requirements (at least 75%) will be discharged as Satisfactory.</p> <p>Unsuccessful completion and Non-Compliance terminations result from specific violations of safety plans and/or participation agreements. Referring Court Counselors will be consulted prior to terminating clients for these reasons. Any client will be free from the threat or fear of unwarranted suspension or discharge from services.</p> <p>Client discharge information is entered in NC Allies within 7 days of termination. Clinicians will ensure that the Program Discharge Summary Form and authorizing entity discharge forms are completed and routed to applicable staff, providers, and referral sources within 10 days of discharge.</p> <p>The Program Discharge Summary Form shall include the following content:</p> <ol style="list-style-type: none"> 1. Identifying information: includes the client's name, name of legally responsible person, date of birth, date of admission and discharge, and date of report. 2. Changes in the presenting problem and/or diagnosis, standardized assessment scores, or to the original plan of care. 3. Summary of family involvement. 4. Summary of progress on each goal and objective on the treatment plan with mention given to the solutions or strengths utilized by the client and family during the service period. 5. Summary of Medical, Dental, Counseling, and Educational services as applicable. 6. Comments from the client and family regarding the delivery of services. 7. Aftercare recommendations and referrals. <p>If the client and/or legally responsible person are not satisfied with the treatment or discharge recommendations, agency Client Rights and Grievance policies may apply.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>In addition to participating in the youth's Child and Family Team meetings, Court Counselors are kept abreast of progress or lack of via individual case reviews and/or staffings with the JJTC team. Termination summaries will be submitted when youth have completed treatment, been removed by the Court, or been terminated from probation. Referring Court Counselors and guardians will be consulted prior to terminating clients for non-compliance.</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>Regular communication is key to successful treatment. Therefore, frequent communication occurs between staff and</p>

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	<p>Court Counselors. This may include interactions via phone calls, Court appearances, and community meetings. Specifically, a representative of TASK attends monthly JCPC meetings as possible, and Court Counselors are invited to participate in monthly Child and Family Team meetings.</p> <p>Monthly updates on clients' progress, as well as notification of missed appointments, are provided by staff to referring JCCs. Clinicians also contact referring Court Counselors if/when any significant disclosures are made that may affect treatment.</p>
	<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>Clinical services include comprehensive evaluations; community support; and family, group, and individual therapy. Services are intensive, home-based, and family-centered with multiple weekly contacts occurring in the youth's home, school, and community.</p> <p>Juveniles in the TASK Program receive a Comprehensive Evaluation of Sexual Harm (CESH) as part of admission to identify treatment needs, risk factors, and protective factors, and to develop an appropriate treatment plan. This evaluation provides a blueprint for an individualized plan of care that will address the domains and developmental benchmarks of the TASK treatment model.</p> <p>The program uses a structured treatment stage system and comprehensive safety plan to allow the youth and family to address individualized issues as well as concerns related to family communication, relationships, and supervision. Treatment is structured into 5 Stages that are developmentally designed to help youth meet treatment milestones that indicate changes in behavior, thinking, and emotional processing. The Stages naturally progress, allowing youth to build skills to improve in the identified Domains.</p> <p>Stages</p> <ol style="list-style-type: none"> 1. Orientation 2. Engagement 3. Implementation 4. Practice 5. Mastery 6. Step down <p>Domains</p> <ol style="list-style-type: none"> A. Healthy sexuality/relationships B. Affect regulation/attachment C. Conflict resolution/social engagement D. Risk identification/mitigation E. Victim awareness/impact F. Cognitive/moral reasoning <p>The Stage/Domain Matrix provides specific goals that can guide clinicians' decisions about interventions and session structure; allows for individualized treatment that is developmentally appropriate for our clients; and promotes</p>

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<p>sustainability. While each Stage addresses multiple core components to various degrees, each is individually designed to reflect the specific treatment needs of the youth that are identified in his/her comprehensive evaluation (CESH).</p> <p>The TASK Treatment Manual outlines specific services and methods of delivery. Treatment interventions and curriculum are outlined in the manual to guide clinicians in delivering the model appropriately.</p> <p>At the heart of the treatment model is client engagement, since research overwhelmingly indicates that the most influential impact on prognosis is the client/therapist relationship. Building of the therapeutic relationship and demonstration of unconditional positive regard for the youth and family begins in the Orientation Stage and continues throughout treatment.</p>	
<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>There are currently no evidenced-based models for treating youth that cause sexual harm. We do know that treatment must utilize a multi-modal and multi-pronged approach that is empirically and/or evidence-supported. The model used by TASK is based upon a research-supported, socio-ecological approach that has shown to be effective with other types of delinquency. This year, we began the process of the TASK model becoming an Evidenced-Based Practice.</p> <p>Evidence-supported Cognitive-Behavioral Therapy is utilized in the program and is the identified SPEP primary service. Results of a 2006 analysis of evidenced-based research of juvenile sex offender treatment indicate that community-based programs utilizing a Cognitive-Behavioral approach were more effective in lowering recidivism than alternative treatment, no treatment, or uncompleted treatment. Youth completing the TASK program receive a minimum of 45 hours of CBT, in accordance with the target set forth by the JCPC.</p> <p>The report from 2006 went on to support the use of community-based treatment over that of residential. (Lipsey, M.W., "The Primary Factors That Characterize Effective Interventions With Juvenile Offenders: A meta-analytic overview" 2009) Several other studies (Chaffin & Bonner, 1998; Borduin & Shaeffer, 2001) support the use of an in-home/ community based model.</p> <p>There has been promising research to show that addressing trauma in youth can reduce recidivism. Part of the evaluation process includes use of objective assessment tools in addition to clinical interviews to obtain insight into the adolescent's and family's trauma. Processing trauma is a deeply personal experience and is therefore primarily addressed in individual therapy sessions.</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 Barium Springs Home for Children (<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>	
Term of Agreement	
<p>This Agreement shall become effective Jul 1, 2017 and shall terminate Jun 30, 2018.</p>	
Payment to Sponsoring Agency	
<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 \$95101 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
Availability of Funds:	
<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>	
Responsibilities of the Parties	
<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

- ☒ 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;

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			
Barium Springs Home Based Services for Juvenile Sex Offenders		Fiscal Year	FY 17-18
Item #	Justification	Expense	In Kind Expense
120	44% of Full Team Cost - Salary 12 mos	\$71,892	
180	44% of Full Team Cost - FICA 7.65% x 71892 = \$5500; Retirement 4.25% x 71892 = \$3055; Medical \$9479, \$6120 per FTE; Other Fringe = \$1767	\$19,801	
260	44% of Full Team Cost - Office Supplies @ \$22 per month	\$264	
310	44% of Full Team Cost - Travel 8000 miles x .535 per mile	\$1,883	
390	44% of Full Team Cost Training & Staff Development (.55% of the overall agency training budget)	\$2,432	
410	44% of Full Team Cost - Asheville office space 1500sq ft @ \$13	\$8,580	
490	44% of Full Team Cost - .31% of the Overall Agency for Indirect and Management Expenses, including HR, Accounting, Finance, QM, UM, Compliance & Clinical, etc.based on FTE's	\$12,641	
490	44% of Full Team Cost - % of Technology/Software, Healthcare Information Mgmt., and Telephone resource utilization. Pro-rated .31% of Agency budget based on direct expense	\$6,139	
TOTAL		\$123,632	

Job Title	Annual Expense Wages	Annual In Kind Wages
Program Director (17% of FTE is for this team of which 44% is applied - Salary is \$65,770)	\$4,920	
Clinician (44% of \$51272)	\$22,560	
Clinician (44% of \$45,656)	\$20,089	
Senior Clinician (35% of FTE is for this team of which 44% is applied - Salary is \$57925)	\$8,920	
QMHP (44% of \$35,006)	\$15,403	
TOTAL	\$71,892	

SECTION VII**Program:** Barium Springs Home Based Services for Juvenile Sex Offenders**Fiscal Year:** FY 17-18**Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	\$91,693		\$91,693
120 Salaries & Wages	\$71,892		\$71,892
180 Fringe Benefits	\$19,801		\$19,801
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$264		\$264
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	\$264		\$264
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$4,315		\$4,315
310 Travel & Transportation	\$1,883		\$1,883
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$2,432		\$2,432
IV. Fixed Charges & Other Expenses	\$27,360		\$27,360
410 Rental or Real Property	\$8,580		\$8,580
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges	\$18,780		\$18,780
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	\$123,632		\$123,632

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 17-18 Buncombe County Funding ID: 211-XXXX			
Sponsoring Agency: Barium Springs Home for Children Program: Barium Springs Home Based Services for Juvenile Sex Offenders			
\$95,101	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)
\$13,924	Local Cash	United Way Asheville & Buncombe County	(Specify Source)
\$14,607	Local Cash	BSHC	(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$123,632	TOTAL	\$28,530	\$28,531
		Required Local Match	Match Provided

DocuSigned by:

Cindy Porterfield

798FE7A4BD9F419...

6/15/2017

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...

6/14/2017

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...

6/14/2017

Chair, Juvenile Crime Prevention Council**Date**

DocuSigned by:

S Knowl

26506FB6B3EB467...

6/14/2017

Program Manager**Date**

Children's Hope Alliance

Administration Policies and Procedures



Policy Number: 105.04	Subject: Conflicts of Interest	Effective Date of Policy: 10/1/2016
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Covered Entities: Children's Hope Alliance and subsidiaries

Policy Statement: No staff, volunteer and/or Board of Director shall prosper unfairly or be given preferential treatment because of their relationship with the agency. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards.

Business dealings with outside entities should not result in unusual gains for the employee or the outside entity. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Chief Executive Officer or designee as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Approved by Children's Hope Alliance Board: 9/26/2016

Procedures:

- A.** Employees and paid consultants shall avoid both the fact and the appearance of conflict of interest, financial and otherwise. No employee or paid consultant may have direct or indirect financial interest in the assets, leases, transactions or professional services of the agency.
- B.** Governing body members do not accept honoraria from the organization except where permitted by law and agency bylaws.
- C.** Board of Directors and Trustees who have a direct or indirect financial interest in the assets, leases, transactions or professional services of the agency may not have a financial gain beyond the fair market value for those services or relationships

Children's Hope Alliance

Administration Policies and Procedures

- D.** No employee, volunteer or board member shall seek, accept or make financial compensation for referring clients to other agencies or for referrals to the agency.
- E.** Employees, paid consultants and board members shall receive no preferential treatment in applying for and receiving the services of the agency.
- F.** No employee shall direct applicants, clients or their families to a private practice in which agency personnel or consultants may be engaged. Employees leaving the agency to enter private practice shall not be referred cases for a period of one year and shall never be referred clients from their caseload while an employee. If such referrals are necessary based on client need, these referrals should be approved in advance by the Chief Operating Officer or designee.
- G.** Employees shall not be permitted to engage in private practice in the facilities of the agency.
- H.** An individual, who is an employee or spouse of an employee at the Director level or above; or the Board of Regents, is not eligible to be licensed as a Therapeutic Foster Parent by the agency. These persons, if licensed by another licensing entity, cannot accept placements from the agency.
- I.** The Board of Directors members who are personnel or relatives of personnel should excuse themselves on matters where objectivity would be compromised (e.g., promotions, salaries, specific benefit packages). Any violation of this should be reported to the appropriate Corporate Compliance Officer or Human Resources without concern for reprisal.

Approved by Senior Management Team: 9/16/2016



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, *(Name of entity) Barium Springs Home for Children* 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"/>	<input checked="" type="checkbox"/>
2. A staff member in a supervisory capacity is related to another staff member whom he/she supervises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. A staff member is related to another staff member.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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"/>	<input checked="" type="checkbox"/>
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"/>	<input checked="" type="checkbox"/>
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"/>	<input checked="" type="checkbox"/>
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"/>	<input checked="" type="checkbox"/>
8. A staff or board member secured employment with a competitor or other similar private, nonprofit entity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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"/>	<input checked="" type="checkbox"/>



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: Barium Springs Home for Children
(Legal Applicant)

Federal Tax ID #: 56-0529993

Private, Nonprofit

Entity Name: Barium Springs Home for Children

Executive Director's Print John Koppelmeyer (Date of Signature)

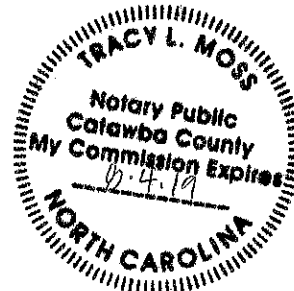
Name: Sign [Signature]

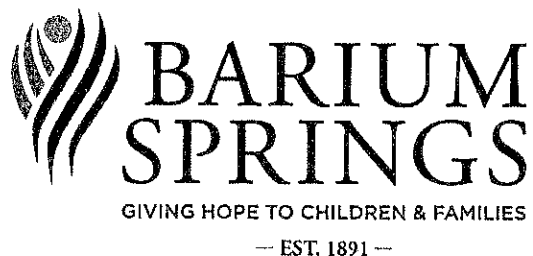
Board Chair's Print Olivia Zahler (Date of Signature)

Name: Sign [Signature]

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

Tracy L. Moss
(Notary Public)





Conflict of Interest Disclosure Statement
Barium Springs—Last Updated January 2, 2017

Statement #3: A staff member is related to another staff member.

Disclosure

Barium Springs work environment does support staff that are related. However, Barium Springs Conflict of Interest policy provides a protocol that maintains and outlines supervision over these relationships. Barium Springs has the following related family members array as follows:

- Stephanie White – King Home
- Tiffany Walker – Independent Living
- **Stephanie White is Tiffany Walker's Aunt.**

No Overdue Tax Debts ¹

Date of Certification January 16, 2017

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Barium Springs Home for Children 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:

Olivia Zahler and John Koppelmeyer being duly sworn, say that we are the Board Chair and President/CEO respectively, of Barium Springs Home for Children dba Barium Springs of Barium Springs in the State of North Carolina; 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.

Olivia Zahler
Board Chair
[Signature]
President/CEO
President/CEO
Title of Second Authorizing Official



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

Tracy L. Moss
(Notary Signature and Seal)

My Commission Expires: August 4, 2019

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 the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

TOTAL P.007



INTERNAL REVENUE SERVICE

Ogden, IRS Center

Department of the Treasury

P.O. Box 9941, Ogden, Utah 84409

MS 6273

Childrens Hope Alliance
 Barium Springs Home for Children
 PO BOX 1
 Barium Springs, NC 28010

Refer Reply To: 0423256121

Date: Aug. 30, 2015 3910C

Taxpayer Identification Number: 56-0529993

Dear Taxpayer:

We received your request dated Aug. 30, 2015, asking us to verify your Employer Identification Number [EIN] and [name].

This letter confirms the parent and subordinate organization are exempt under Section 501(c)3 of the Internal Revenue Code.

Parent Organization

Name: Childrens Hope Alliance

Subordinate Organization

EIN: 56-0529993

Name: Barium Springs Home for Children

Please verify the information on this letter to your subordinate. A separate

If you have any questions, please call us toll free at 1-877-829-5500. or you can write to us at the address shown at the top of this letter.

1. A copy of this letter, and

2. Your telephone number and

3. The best hours you can be reached in the spaces below.

You should keep a copy of this letter for your records.

Telephone Number _____ Hours _____

Sincerely Yours,

Ogden Entity Department

Certificate Of Completion

Envelope Id: DF8030E12D784B04BDA2B674E3499A9D	Status: Completed
Subject: DPS eSignature Request for Buncombe 211-10504 Barium Springs Home Based Services for Juvenile Sex Of	
Source Envelope:	
Document Pages: 29	Signatures: 4
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	DPS-DJJ Community Programs
Envelopeld Stamping: Enabled	3040 Hammond Business PI
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Raleigh, NC 27603
	djjdp.applicationsupport@ncdps.gov
	IP Address: 207.4.107.21

Record Tracking

Status: Original 6/14/2017	Holder: DPS-DJJ Community Programs djjdp.applicationsupport@ncdps.gov	Location: DocuSign
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Signer Events

Stephanie Knowles
sknowles@childrenshopealliance.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

26506FB6B3EB467...

Timestamp

Sent: 6/14/2017
Viewed: 6/14/2017
Signed: 6/14/2017

Using IP Address: 209.125.9.157

Electronic Record and Signature Disclosure:
Accepted: 6/14/2017
ID: cc2f88b3-a5a5-41b2-9afa-5bc463a2303b

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

DocuSigned by:

D1EE52391E4449E...

Sent: 6/14/2017
Viewed: 6/14/2017
Signed: 6/14/2017

Using IP Address: 192.152.242.4

Electronic Record and Signature Disclosure:
Accepted: 6/14/2017
ID: 2b71f2bb-f1e5-43a1-8c93-a908e6c05330

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

DocuSigned by:

35B0A038A05E4C6...

Sent: 6/14/2017
Viewed: 6/14/2017
Signed: 6/14/2017

Using IP Address: 64.147.209.78

Electronic Record and Signature Disclosure:
Accepted: 6/14/2017
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Cindy Porterfield
cindy.porterfield@ncdps.gov
Director of Juvenile Community Programs
NC Dept of Public Safety
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Envelope Sent	Hashed/Encrypted	6/14/2017
Certified Delivered	Security Checked	6/15/2017
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