



GUILFORD COUNTY CONTRACT NO. 90006711
Parent Contract No.

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and One Step Further, Incorporated, hereinafter referred to as the "AGENCY," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, AGENCY has entered into an agreement with the North Carolina Department of Public Safety ("DPS") under which AGENCY will provide Guilford Teen Traffic Diversion Pilot Program services ("the AGENCY - DPS Agreement") as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference;

WHEREAS, COUNTY is not a party to the AGENCY - DPS Agreement, the terms, rights, and duties of which exist only between AGENCY and DPS;

WHEREAS, AGENCY and DPS desire for payments from DPS to AGENCY under the AGENCY - DPS Agreement to be handled through DPS's "NC ALLIES" system;

WHEREAS, to facilitate this payment method, AGENCY and DPS have asked that COUNTY serve as a payment processor, utilizing the NC ALLIES system, whose sole role shall be to receive DPS's payments intended for AGENCY under the AGENCY - DPS Agreement and to disburse those payments to AGENCY; and

WHEREAS, COUNTY has agreed to accept this limited role on the terms set forth herein;

NOW, THEREFORE, in consideration of the following, the Parties hereto do mutually agree as follows:

1. PURPOSE. The purpose of this Agreement is to set out the terms under which COUNTY will serve solely as a payment processor, utilizing the NC ALLIES system. COUNTY's only role shall be to receive DPS's payments intended for AGENCY under the AGENCY - DPS Agreement and to disburse those payments to AGENCY. COUNTY is not a grantee with respect to DPS and this Agreement is not a grant or subaward to AGENCY, but rather a contract for the payment processing services set out herein. No duties of supervision, monitoring, or oversight with respect to AGENCY's performance of its duties under the AGENCY - DPS Agreement are responsibilities of COUNTY, any such duties remaining with DPS as set out herein and in Attachment B, which is attached hereto and incorporated herein by reference .

2. PAYMENT. Disbursements from COUNTY to AGENCY will be made within a reasonable time following execution of this Agreement and COUNTY's receipt of funds due from DPS to AGENCY via NC ALLIES (which the parties anticipate will occur monthly). For the purpose of processing payments, COUNTY shall have the right, but not the duty, to request satisfactory documentation and

information from AGENCY and/or DPS to substantiate AGENCY's entitlement to any such disbursement prior to making it. If COUNTY requests such documentation and/or information, COUNTY shall have no obligation to disburse funds to AGENCY until a reasonable time following COUNTY's receipt of such documentation and information substantiating AGENCY's entitlement to the disbursement. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$37,838.00 and in any event, payment will be made only from budgeted funds in accordance with N.C.G.S. §159-13(b)(15) as set out herein and in Attachment C, which is attached hereto and incorporated herein by reference.

3. RELIANCE ON DPS. COUNTY shall be entitled to rely on and follow any directions and requests that DPS may provide to or make of COUNTY that are related in any way to the AGENCY – DPS Agreement or to this Agreement, including but not limited to withholding funds from AGENCY. COUNTY shall have no liability to AGENCY for acts or omissions by COUNTY that result from its reliance on or following directions or requests from DPS that are related in any way to the AGENCY – DPS Agreement or to this Agreement.

4. LIMITATIONS ON COUNTY OBLIGATION. Without expanding on any obligation of COUNTY under this Agreement, COUNTY shall have no obligation to make any payment to AGENCY except from funds which are disbursed by DPS to COUNTY via NC ALLIES for payment to AGENCY and budgeted by COUNTY.

5. TERM. Payments to be processed pursuant to this Agreement shall be for services provided pursuant to the AGENCY – DPS Agreement from July 1, 2024, through June 30, 2025. Reimbursement requests for services provided outside this time period will not be considered. To allow time for the final months or months' services to be processed for payment, the term of this Agreement shall be from July 1, 2024 through September 30, 2025. In the event, DPS has not disbursed funds to COUNTY for services rendered by AGENCY pursuant to the terms of this Agreement on or before September 30, 2025, then when or if DPS disburses funds to the COUNTY, the COUNTY may at its option return the aforementioned funds to DPS or disburse them to the AGENCY. If the AGENCY – DPS Agreement is extended beyond June 30, 2025, or replaced with a new AGENCY – DPS Agreement that extends beyond June 30, 2025, AGENCY and COUNTY may agree by mutually executed amendment to extend this Agreement to apply to payments under the AGENCY – DPS Agreement as extended or replaced.

6. TERMINATION.

TERMINATION WITHOUT CAUSE: Either Party may terminate this Agreement for any reason without cause and without penalty upon thirty (30) days written notice to the other Party.

TERMINATION FOR CAUSE: If, through any cause, the AGENCY shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the AGENCY and specifying the effective date thereof.

7. ASSUMPTION. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the COUNTY. If AGENCY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, AGENCY must immediately notify GUILFORD COUNTY in writing of these changes and provide GUILFORD COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, AGENCY will submit the name and address of the assuming AGENCY'S registered agent for service of

process and/or all notices required under the Contract. This Contract may not be assumed or otherwise transferred to another party by the AGENCY without the express written consent of GUILFORD COUNTY, which said consent will be evidenced by acceptance memo or letter from the GUILFORD COUNTY Manager, or designee, to the original AGENCY under the Contract and the assuming AGENCY.

8. EQUAL OPPORTUNITY. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

9. RECORDS. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

All books and records related to payments subject to this Agreement, including but not limited to documentation of the services or other items supporting those payments, shall be maintained by the AGENCY for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

10. PUBLIC MEETINGS. Meetings of the AGENCY'S Board of Directors, Advisory Board or Governing Board must be open to the public.

11. DRUG-FREE WORKPLACE POLICY. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C. 701.

12. CONFLICT OF INTEREST STATEMENT AND CERTIFICATE REGARDING OVERDUE TAXES. The AGENCY must annually submit to the COUNTY a signed and notarized Conflict of Interest Statement and Certification regarding Overdue Taxes, per N.C. Gen. Stat. §143-6.2, before reimbursement of expenses is processed for payment. These forms are to be submitted to the COUNTY simultaneously upon signing of this Agreement and attached hereto as ATTACHMENTS D and E.

13. INDEMNIFICATION. As a condition of receiving funds from GUILFORD COUNTY, the AGENCY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

14. INDEPENDENT CONTRACTOR. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

15. AMENDMENTS. This Agreement may only be revised by written Agreements mutually agreed upon and executed by and between the COUNTY and the AGENCY.

16. GOVERNING BOARD. The GUILFORD COUNTY Board of Commissioners may in its discretion place an ex-officio member on the Governing Board of the AGENCY, to the extent allowed by law.

17. ENTIRE AGREEMENT. This Contract includes the Exhibits and/or Attachments, if any, sets for the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

18. AFFIDAVIT REGARDING E-VERIFY. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The AGENCY will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. § 143-129(j) regarding E-Verify as set forth in the affidavit (ATTACHMENT F), attached hereto and incorporated herein by reference. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

19. FEDERAL FUNDING The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ONE STEP FURTHER, INCORPORATED

Michael Halford Date

Guilford County Manager

ATTEST:

Robin B. Keller Date

Guilford County Clerk to Board

MAXIMUM EXPOSURE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Donald P. Warn Date

Guilford County Chief Financial Officer

Andrena Coleman 7/19/2024
Date

Print Name: Andrena Coleman

Title: Executive Director

ATTEST:

Witness Date

Print Name: _____



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 24-25	DPS/JCPC FUNDING # (cont only)	1741XXXX
COUNTY:	Guilford	AREA:	Piedmont Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM:	Guilford Teen Traffic Diversion Pilot Program		

SPONSORING AGENCY:	One Step Further, Inc.		
SPONSORING AGENCY PHYSICAL ADDRESS:	623 Eugene Court Greensboro NC 27401		
SPONSORING AGENCY MAILING ADDRESS:	623 Eugene Court Greensboro NC 27401		
TYPE:	Non-Profit	FEDERAL ID #	58-1484818

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
41130	Guilford Teen Traffic Diversion Pilot Program	Interpersonal Skill Building	\$ 49,796
		Total cost of components:	\$ 49,796

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

Name:	Andrena Coleman	Title:	Executive Director		
Mailing Address:	623 Eugene Court	City:	Greensboro	Zip:	27401
Phone:	(336) 275-3699 Ext:203	Fax:	(336) 378-0959	E-mail:	andrena_coleman@hotmail.com

Contact Person *(if different from program manager)*

Name:	Craig Muhammad	Title:	TTD Program Director		
Mailing Address:	623 Eugene Court	City:	Greensboro	Zip:	27401
Phone:	(336) 275-3699 Ext:214	Fax:	(336) 378-0959	E-mail:	cmuhammad@onestepfurther.com

Program Fiscal Officer *(cannot be program manager)*

Name:	Susan Ayers	Title:	Finance Manager/Grants Administrator		
Mailing Address:	623 Eugene Court	City:	Greensboro	Zip:	27401
Phone:	(336) 275-3699 Ext:211	Fax:	(336) 378-0959	E-mail:	sayers@onestepfurther.com

SECTION I B: PROGRAM COMPONENT DESCRIPTION	
COMPONENT ID #	COMPONENT INFORMATION
41130	<p>NAME OF COMPONENT: Guilford Teen Traffic Diversion Pilot Program</p> <p>BRIEF DESCRIPTION: The Guilford Teen Traffic Diversion Pilot Program (TTD) provides the opportunity for 16- 18-year-olds charged with traffic offenses to be diverted from adult court while addressing potential causes for the offense and increasing public safety. The required sanction for program completion and dismissal of charges is satisfactory completion of the Alive at 25 4-hour class.</p>

SECTION II: COMPONENT STATISTICAL INFORMATION				
Multi-Components No				
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR		
Component Name: Guilford Teen Traffic Diversion Pilot Program			Component ID # 41130	
What is this component's maximum client capacity at any given time?			20	
Frequency of client contact per month:	3	Anticipated Average Length of Stay:	30	Days
Total Component Cost:	\$49,796	÷ by	Estimated # to be served during funding period:	80
Estimated Average Cost Per Youth:		\$622		
Applies to continuation programs only.	Actual number of youths admitted FY 22-23:		54	
	0	Number of admissions Juvenile Justice Referred	0% of total admissions	
	1	Number of admissions Law Enforcement Referred	1.85% of total admissions	
	8	Number of admissions District Court Referred	14.81% of total admissions	
		Actual number served FY 22-23:		54

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Suicides and motor vehicle accidents (MVAs) are the leading and second-leading causes of death for teenagers. (CDC, 2018). About 25% of teenage motor vehicle fatalities are alcohol-related, and over 50% occur during nighttime (Dee and Evans, 2001). New teenage drivers are 6–9 times more likely to die per additional mile driven than a typical adult driver.

" In 2019, almost 2,400 teens in the United States aged 13–19 was killed, and about 258,000 were treated in emergency departments for injuries suffered in motor vehicle crashes. That means that every day, about seven teens died due to motor vehicle crashes, and hundreds more were injured. In addition, motor vehicle crash deaths among teens 15–19 years of age resulted in about \$4.8 billion in medical and work loss costs for crashes that occurred in 2018" (CDC, 2020).

During FY2020-21, 36004 North Carolina youth ages 16-17 were charged with a motor vehicle offense; 41% of these charges were misdemeanor offenses. 1308, or 4%, of these youth were charged in Guilford County. The Guilford Teen Traffic Diversion Pilot Program (TTD) provides the opportunity for 16- 18-year-olds charged with certain traffic offenses and referred by the Guilford County District Attorney's Office to be diverted from adult court while addressing potential causes for the offense and increasing public safety.

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

The Guilford Teen Traffic Diversion Pilot Program serves 16- 18-year-old youths charged with certain traffic infractions and misdemeanors. One Step Further has met with the Guilford County District Attorney to discuss the program's benefits, identify offenses that they would divert from prosecution, and explain sanctions the program would require for successful program completion. Referral sources include the Guilford County District Attorney's Office, Public Defenders, private attorneys, judges, magistrates, and self-referrals.

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

The Guilford Teen Traffic Diversion Pilot Program's overall purpose is to address the potential causes for the traffic offense committed and increase public safety. The risk of motor vehicle crashes is higher among teens aged 16–19 than among any other age group. In fact, per mile driven, teen drivers in this age group are nearly three times as likely as drivers aged 20 or older to be in a fatal crash.

Program goals include:

- reducing youth traffic offense recidivism;
- providing treatment referrals or other services needed;
- assuring youths are held accountable for their actions;
- protecting the community; and,
- reducing costs to the adult justice system.

During FY2024-25, the Guilford Teen Court Traffic Diversion Pilot Program proposes to serve 80 youth.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific*

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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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.

90% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

85% Clients will have no new adjudications for a complaint with an offense date after the admission date.

90% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.

80% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

85% Clients will have no new complaints with an offense date after the admission date.

80% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

5. Elevated Risks and Needs: *Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.*

Elevated risks and needs identified for teen drivers include:

Poor Judgment: Teens are more likely than older drivers to underestimate or not be able to recognize dangerous situations and are also more likely to make critical decision errors that can lead to serious crashes.

Nighttime/Weekend Driving: Nighttime driving is riskier than daytime driving particularly for teen drivers. The 2016–17 National Household Travel Survey indicates that drivers aged 16–19 years were almost 3 times as likely to be involved in fatal nighttime crashes than drivers aged 30–59 years per mile driven. In 2019, 40% of motor vehicle crash deaths among teens aged 13–19 occurred between 9 pm and 6 am, and 52% occurred on Friday, Saturday, or Sunday.

Non Use of Seat Belts: Teens and young adults often have the lowest seat belt use rates. 2016-19 National Occupant Protection Use Survey (NOPUS) study results indicate that front seat belt use among teens and young adults (16–24 years of age) was approximately 87% each year, whereas use among adults (25+ years of age) was about 90% or higher. In 2019, 43.1% of U.S. high school students did not always wear a seat belt when riding in a car driven by someone else. Almost half of teen drivers and passengers aged 16–19 who died in 2019 car crashes were unrestrained at the time of the crash.

Distracted Driving: Distraction negatively effects driving performance for young, inexperienced drivers. 2019 national Youth Risk Behavior Survey results revealed that, 39.0% of teen drivers texted or e-mailed while driving.

Speeding: Teens are more likely than older drivers to speed and allow shorter headways (the distance from the front of one vehicle to the front of the next). In 2019, 31% of male drivers 15–20 yrs. old and 17% of female drivers 15–20 yrs. old who were involved in fatal crashes were speeding.

Alcohol Use: The 2019 national Youth Risk Behavior Survey revealed:

-5.4% of teen drivers drove when they had been drinking alcohol.

-Driving after drinking alcohol was higher among students who were older, male, Hispanic, or had lower grades.

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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- 16.7% of teens rode with a driver who had been drinking alcohol.
- Students who engaged in any of the other transportation risk behaviors measured were approximately 3–13 times as likely to have also engaged in driving after drinking alcohol..
- 24% of drivers aged 15–20 who were killed in fatal motor vehicle crashes had been drinking with a Blood Alcohol Content (BAC) of 0.08% or higher.

Drug/Substance Use: Many types of drugs/substances have the potential to impair a teen's ability to drive safely. After alcohol, marijuana is the most common drug associated with impaired driving. Marijuana has negative effects on judgment, motor coordination, decision-making, and reaction time—all of which are important skills for safe driving. The national Youth Risk Behavior Survey revealed that in 2017, about 13% of teen drivers drove when they had been using marijuana.

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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1. Location: *List physical address(es) and describe where program services are delivered.*

The Guilford Teen Traffic Diversion Program operates in both Greensboro and High Point.

Greensboro:

OSF Office, 623 Eugene Court, Greensboro, NC 27401(Administrative Duties/Client Intake Appointments/Alive at 25 Classes)

Greensboro Courthouse (Traffic Court)

High Point:

High Point Courthouse (Administrative Duties/Client Intake Appointments, Traffic Court)

Teen Traffic Diversion Program intake appointments are conducted both in person and virtually. Clients are pre-screened during the scheduling call for any illness or symptoms of illness.

Administrative program services may also be conducted remotely.

Alive at 25 class sessions are conducted at the OSF Office (Greensboro) utilizing social distancing practices.

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

The Teen Traffic Diversion (TTD) Program Director attends court interchangeably in Greensboro and High Point on Monday-Friday from 9a-11a to obtain and receive participant referrals. Upon referral receipt, the TTD Program Director schedules an intake and the youth and parent are informed of required sanctions the youth must complete.

The District Attorney indicated that youth participants referred to the program will be court-ordered to complete the Alive at 25 class offered by One Step Further, Inc. at no cost to the individual. Should the youth not complete the Alive at 25 class, the Program Director informs the District Attorney, and the youth is terminated from the Teen Traffic Diversion Program.

Upon completion of the Alive at 25 Program, participants will:

- Gain an understanding the consequences of making poor choices and taking unnecessary risks
- Learn the negative effects and dangers associated with distractions, peer pressure, and driver inexperience
- Learn about current state laws regarding speeding, impaired driving, seatbelt usage, and cell phone and texting use
- Gain an understanding of how a young driver can take control of situations to help achieve a desirable outcome
- Learn collision prevention techniques and defensive driving strategies and
- Learn to take responsibility of passengers and how to properly manage peer pressure

Upon successful completion of the Alive at 25 class, a Certificate of Completion will be forwarded to the District Attorney and adult traffic court judge, and charges will be dismissed.

TTD intakes are conducted either 1) at the OSF office located at 623 Eugene Court, Greensboro, NC and the High Point Courthouse or 2) virtually using the ZOOM application. When meeting with clients, we exercise PPE protocol and social distancing practices. If the intake is conducted virtually, required documents are electronically sent to the youth participant and parent/guardian prior to the virtual intake.

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Guilford Teen Traffic Diversion Program is operated by the following paid staff and unpaid volunteers:

(75% FTE Contractual) Teen Traffic Diversion (TTD) Program Director: Must possess at least an Associate's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years' experience as a direct service professional in a juvenile serving agency. It is the responsibility of the TTD Program Director to:

- a. Ensure the program meets all appropriate standards and licensing requirements;
- b. Ensure case oversight and supervision is provided to staff, volunteers, interns, and contractor(s);
- c. Maintain sufficient information to allow for the determination of program effectiveness;
- d. Cooperate with DPS Area Consultants during monitoring and evaluation activities; and
- e. Complete all reporting requirements as established by DPS.

OSF Exec. Director: Bachelor's Degree in a Human Svc. or related field with at least two (4) years experience as a direct service professional in a juvenile serving agency. Provides personnel, program, and administrative oversight.

OSF Grants Administrator: Possess at least a Bachelor's Degree in a Human Svc. or related field, or a four (4) year degree in any other field with at least two (2) years exp. as a direct service professional in a juvenile serving agency. Completes a JCPC Program Agreement including all Sections (I – VIII); completes JCPC Program Agreement Revisions, monthly expenditure reports, 3rd Quarter and Final Accountings; and, ensures that the program meets all appropriate standards and licensing requirements.

Contractual Alive at 25 Instructors: NC Safety Health Council-trained and certified instructors. Must have at least an Associate's Degree in a Human Services related field. Prior experience working with youth required. Instructors implementing curricula, or facilitating groups based on curricula, must be appropriately trained and qualified in both curricula content and facilitation techniques. Instructors are supervised by the TTD Program Director.

Adult Volunteers: OSF trained to assist with TTD intake appointments and traffic court attendance. Volunteers must have at least one (1) year of experience working with at-risk youth. A criminal background check will be conducted by OSF prior to contact with any juvenile in the program. Any criminal activity identified that would be a direct conflict with this program type or with providing any service to juveniles shall eliminate a volunteer from consideration. References are documented and checked.

Student Interns: Assist in TTD admin. duties; schedules intake appts. Must receive a background check prior to contact with any juvenile in the program. Any criminal activity identified that would be a direct conflict with this program type or with providing any service to juveniles shall eliminate an intern from consideration. References are documented and checked.

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

This program is a STRUCTURE ONLY.

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

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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Referral Procedure:

1. The TTD Program Director receives and acknowledges referrals. Because NCDPS program service delivery is time sensitive and regulated by mandatory completion periods, staff will make two attempts to contact the youth participant. If these attempts to make initial contact, reschedule an intake, service start date, or class no-show are unsuccessful, the youth will be returned to the referral source.

Admission and Screening Procedures:

1. Based on information received on the referral form, the TTD Program Director determines program eligibility. Since the Teen Traffic Diversion Program continues as a Pilot Program across the state, we are not sure staff will need to complete the NC Assessment of Risk (NCAR) or not. If the NCAR is required, program staff will complete it on each participant to determine a risk score.

2. Once program eligibility is determined, an intake appointment is scheduled and conducted either in person at the OSF Office or High Point location or by telephone/virtual means. The TTD Program Director contacts parents to briefly explain the program and schedule an intake interview with the parent and youth. The majority of referrals are accepted; however, the TTD Program Director has the authority to reject a referral if the youth or parent is uncooperative or if the parent decides to handle the juvenile's charge in traffic court rather than participate in the Teen Traffic Diversion Program. During the intake interview, staff explains the program to the parent and youth and provides the youth the opportunity to discuss the occurrences that led to his or her charge. Additionally, staff provides parents with required sanctions the youth must complete to complete the program. If the intake is conducted virtually, required documents are electronically sent to the parent or guardian and youth prior to the virtual intake time to provide time for reviewing and signing.

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

The TTD Program Director maintains a Client Status Sheet for each participant to monitor completion of required sanctions. The TTD Program Director will prepare a monthly list of clients who have completed the program at 6- and 12-month intervals and submit this list to the District Attorney or Clerk of Court to obtain recidivism data.

Unsuccessful and/or Non-Compliant Termination Process:

Should a Teen Traffic Diversion program participant not comply with program sanctions, he or she will be terminated from the program, and the case will be redirected to the referral source.

Reasons for an unsuccessful Teen Traffic Diversion Program termination include termination from the 4-hour Alive at 25 class due to non-attendance or poor behavior and/or receipt of new criminal or traffic charges.

How is the referring agency involved with the termination process?

Teen Court Traffic Diversion Program staff interacts with Guilford County referral sources as follows:

- * Acknowledges receipt of referrals
- * Informs referral sources about scheduled required TTD Program Alive at 25 classes
- * Notifies referral source of successful/satisfactory completion or failure to complete the program and termination date
- * Receives reports from referral sources regarding recidivism at 6- and 12-month intervals following youth participants' program completion
- * Conferences about assistance available for additional issues that were identified during the TTD Program intake interview.

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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* Provides, at a minimum, 30-day progress reports to the referral source

TTD program staff will be present in traffic court on a regular weekly basis and be accessible by phone or email for referral information. Staff will also meet with the Guilford County District Attorney's office on a regular basis to provide program updates.

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

Teen Traffic Diversion Program staff works closely with the District Attorney's Office, District Court/Traffic Court judges, public defenders, private attorneys, magistrates, and local law enforcement.

1. Staff attends court meetings and SRO meetings to exchange ideas about cooperating to better serve juveniles and their families.
2. Staff updates referral sources on juveniles' progress or lack thereof, and exchanges information regarding recidivism. The program will, at a minimum, provide 30-day progress reports to the referral source.
3. The Teen Court Program hosts two breakfasts each year and invites all referral sources to attend. The Teen Traffic Diversion Program staff attends and invites representatives from the District Attorney's Office. These breakfasts provide the opportunity to refresh and update referral sources about OSF programs. Breakfasts are well attended and have benefited all attendees.
4. The TTD Program Director obtains recidivism data for clients at 6- and 12-month intervals following program completion.

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

In addition to implementing protective factors that specify clear standards for completing TTD sanctions, the Teen Traffic Diversion Program addresses elevated risk factors of association with negative peers, delinquent or undisciplined youth, or youth who associate with gang members. The Teen Traffic Diversion Program also addresses youth who have moderate or severe school behavior problems and who exhibit risk-taking behaviors, poor decision-making skills and negative peer pressure effects.

A required sanction of the Teen Traffic Diversion (TTD) Program is completion of the Alive at 25 program, a 4-hour driver safety program developed by the NC Safety and Health Council. Upon completion of the Alive at 25 Program, participants will:

- Gain an understanding the consequences of making poor choices and taking unnecessary risks
- Learn the negative effects and dangers associated with distractions, peer pressure, and driver inexperience
- Learn about current state laws regarding speeding, impaired driving, seatbelt usage, and cell phone and texting use
- Gain an understanding of how a young driver can take control of situations to help achieve a desirable outcome
- Learn collision prevention techniques and defensive driving strategies, and
- Learn to take responsibility of passengers and how to properly manage peer pressure

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT:	Guilford Teen Traffic Diversion Pilot Program
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TTD staff maintains contact with the youth, their parents/caregivers, and referral sources to determine progress toward program completion. Many of our youth and parents/caregivers have transportation issues. We provide bus passes for those clients without a reliable means of transportation. Interpreter services are offered at no charge to ESL participants and family members.

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

The Teen Traffic Diversion Program utilizes the NC Safety and Health Council Alive at 25 Program as a required sanction for program completion. Alive at 25 focuses on young adult drivers between the ages of 15 and 24, the group with the greatest risk of death by motor vehicle crash. This highly interactive course targets those most in need of learning defensive driving skills, emphasizes making sound driving choices and raises awareness of the consequences of poor driving conduct.

Since 1995, millions of young adult drivers have taken this course, including military, high school students and those sent by traffic court who have incurred traffic violations. Alive at 25 focuses on the issues that put young drivers in jeopardy—inexperience, poor judgement, distractions, peer pressure and a tendency to underestimate risk—in a way teens can relate to. With a strong emphasis on classroom interaction, students are encouraged to join in non-threatening, non-judgmental discussions—exploring how changing driving behavior makes personal, legal and financial sense.

Course objectives include being able to:

- Recognize that drivers in the 15-24 age group are more likely than anyone else to be injured or killed in a vehicle crash and understanding why those drivers are at such high risk
- Understand the consequences of making poor judgements or taking unnecessary risks in a vehicle
- Recognize the positive characteristics that can help them and their friends make wise driving decisions
- Identify actions they can take to keep control whether they are a driver or a passenger
- Commit to making better driving choices and to help their friends make better driving choices

Designed to complement traditional driver education programs, Alive at 25 was developed to teach and improve driving skills and behaviors. The 4-hour course incorporates Choice Theory and Reality Therapy techniques to help participants identify the five basic needs that drive human behavior. Alive at 25 helps young drivers take greater responsibility for their driving by focusing on behavior, judgement, decision-making and consequences. By viewing real-life driving situations and hazard recognition scenarios and taking part in group discussions and role-playing exercises, participants learn to develop strategies that will keep them safe on the road.

The course covers key topics and issues including:

- The risk and consequences of unsafe driving behaviors including speeding, tailgating, distracted, impaired, aggressive, and drowsy driving;
- Collision prevention techniques and defensive driving strategies;
- What's within your control when driving; and
- Vehicle maintenance, warning signs and signals and hazardous driving evaluations

SECTION V: TERMS OF AGREEMENT

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

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

Terms of Agreement

This Agreement shall become effective **Jul 1, 2024** and shall terminate **Jun 30, 2025**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$37838 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

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

Responsibilities of the Parties**DPS shall:**

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, 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 the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*;
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 dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed,(applicable only to the JCPC funding process).

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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 redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, 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 the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in

DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy 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 DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC 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 Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards

set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);
2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C.G.S. §§ 143B-845 to -851;
3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
4. Submit any other information requested by the County or DPS; and
5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).
6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

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, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. 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 the 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, or the most recently approved Program Agreement Revision, 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 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, or the most recently approved Program Agreement Revision, 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 the North Carolina Administrative Code and *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy*,

Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls**Reversion of Unexpended Funds**

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

Accountability for Funds**Audit Requirement - Local Government or Public Authority Requirements**

Local Governments 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 regarding 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 the program's fiscal year.

Oversight**Access to Persons and Records**

The State Auditor shall have access to persons and records related to 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 related to 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 of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) 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 (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) 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 must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

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 will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a 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 the property of the Sponsoring Agency 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 parties. 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, or the most recently approved Program Agreement Revision, 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, or the most recently approved Program Agreement Revision, 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.

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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, 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.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Guilford Teen Traffic Diversion Pilot Program		Fiscal Year	FY 24-25
Item #	Justification	Expense	In Kind Expense
120	Salaries and Wages (Detailed Below)	\$1,912	
120	Non-Paid OSF Staff Assistance: 84 Hours X \$27.00/Hour		\$2,268
180	FICA Expense (\$1912 X .0765%)	\$146	
190	Teen Traffic Diversion Program Director: 70 Hours/Payperiod X 24 Payperiods X \$19.50/Hour	\$32,760	
190	Contractual Alive at 25 Class Instructors: 6 Classes X \$100/4-Hour Class	\$600	
260	Office Supplies: \$100/Qtr. X 4 Quarters	\$400	
310	Staff Travel/Courthouse Parking Expense	\$500	
320	Postage Expense: 30.00/Qtr. X 4 Quarters	\$120	
320	Telephone Expense: 6.81% of Annual Projected OSF Telephone Expenses (\$14676.00)	\$1,000	
340	Printing Expense: \$100/Qtr. X 4 Quarters	\$400	
410	Facility Use: OSF Office Space \$500/Month X 12 Months		\$6,000
450	16.7% of Professional Liability Insurance Projected Annual Premium of \$18500.00		\$3,090
490	SHC-NC Annual Membership Dues		\$600
TOTAL		\$37,838	\$11,958

Job Title	Annual Expense Wages	Annual In Kind Wages
2% FTE OSF Teen Court Program Director-NCAllies Assistance	\$1,000	
In-Kind Non-Paid OSF Staff Assistance: 84 Hours X \$27.00/Hour		\$2,268
1.5% FTE OSF Finance Manager/Grants Administrator	\$912	
TOTAL	\$1,912	\$2,268

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	Guilford Teen Traffic Diversion Pilot Program		
Fiscal Year:	FY 24-25	Number of Months:	12

	Cash	In Kind	Total
I. Personnel Services	\$35,418	\$2,268	\$37,686
120 Salaries & Wages	\$1,912	\$2,268	\$4,180
180 Fringe Benefits	\$146		\$146
190 Professional Services*	\$33,360		\$33,360
*Contracts MUST be attached			
II. Supplies & Materials	\$400		\$400
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	\$400		\$400
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$2,020		\$2,020
310 Travel & Transportation	\$500		\$500
320 Communications	\$1,120		\$1,120
330 Utilities			\$0
340 Printing & Binding	\$400		\$400
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses		\$9,690	\$9,690
410 Rental or Real Property		\$6,000	\$6,000
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding		\$3,090	\$3,090
490 Other Fixed Charges		\$600	\$600
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	\$37,838	\$11,958	\$49,796

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 24-25	Guilford County	Funding ID: 1741XXXX
Sponsoring Agency:	One Step Further, Inc.	
Program:	Guilford Teen Traffic Diversion Pilot Program	

\$37,838	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		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
\$2268	Local In-Kind 1	Non-Paid OSF Staff Assistance: 84 Hours X \$27.00/Hour	<i>(Specify Source)</i>
\$6000	Local In-Kind 2	Facility Use: OSF Office Space \$500/Month X 12 Months	<i>(Specify Source)</i>
\$3090	Local In-Kind 3	16.7% of Professional Liability Insurance Projected Annual Premium of \$18500	<i>(Specify Source)</i>
\$600	Local In-Kind 4	SHC-NC Annual Membership Dues	<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
\$49,796	TOTAL	\$11,351	\$11,958
		Required Local Match	Match Provided

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

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

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

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

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**



North Carolina Department of Public Safety

Division of Juvenile Justice- Juvenile Community Programs Section

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William L. Lassiter, Chief Deputy Secretary
Cindy Porterfield, Director

June 13, 2024

Ms. J.J. Greeson, Administrative Assistant III
County Manager's Office
Guilford County Government
301 West Market Street
Greensboro, NC 27401

Dear Ms. Greeson,

DPS recognizes and appreciates the efforts that the Guilford Teen Traffic Diversion Pilot Program made during the FY 2023-24 fiscal year and the progress the program has made toward serving the youth of Guilford County. This pilot endeavor has produced positive outcomes for our youth. The section wishes to continue to offer funding to the pilot for the 24-25 fiscal year. Please find the attached letter of award for the Guilford Teen Traffic Diversion Program.

Thank you for your willingness to assist us with our request to engage with you and the Guilford County Board of Commissioners to seek approval for the Division to engage contractually with One Step Further, Inc. to provide this Teen Traffic Diversion Pilot for youth ages 16 through 18 who are charged with certain traffic infractions and misdemeanors. The Guilford Teen Traffic Diversion Pilot Program's overall purpose is to address the potential causes and impacts of traffic offenses committed by this younger, inexperienced population of drivers. Additionally, this project intends to prevent, through diversion programming, the residual effects of criminal charges imposed upon a young person and increase public safety, especially when research shows that the risk of motor vehicle crashes is higher among teens aged 16-19 than among any other age group.

We are grateful for this local-state partnership and for this opportunity to present the following program agreement to provide pertinent information to the county regarding the program. We wish to utilize our NCALLIES database as our disbursement mechanism for this program, much as we do with JCPC funded programs. Our office will be monitoring all expenditures of the program for reimbursement and payments via NCALLIES monthly disbursements. We request the county's assistance as a pass through for monthly payments to the One Step Further, Inc. Teen Traffic Diversion Program.

In keeping with Guilford County's request last year for additional provisions to be included to the language of the program agreement identifying the specific responsibilities by NCDPS, Guilford County and Guilford JCPC, I am including the following within this letter:

1. NCDPS will take all responsibilities for monitoring the program's services and expenditures. NCDPS will disburse funds to Guilford County monthly to reimburse One Step Further, Inc. - Guilford Teen Traffic Diversion Pilot Program. Guilford County and JCPC will not be required to complete any program monitoring, financial reviewing or any other program review.
2. Guilford County would only be a pass-through for payments from NCDPS to the One Step Further, Inc. - Guilford Teen Traffic Diversion Pilot Program utilizing the NCALLIES database as the disbursement mechanism, on terms to be set out in an agreement/contract between Guilford County and One Step Further, Inc.
3. Neither Guilford County nor the Guilford County JCPC would be a party to the Program Agreement or have any other responsibilities.

MAILING ADDRESS:
4212 Mail Service Center
Raleigh, NC 27699-4212

www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3010 Hammond Business Place
Raleigh, NC 27603
Telephone: (919) 733-3388

We commend your efforts to continue this local-state partnership with us to provide effective services to youth and families of Guilford County through the Teen Traffic Diversion Pilot Project. Thank you for your commitment to serving Guilford County's youth and families.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Porterfield".

Cindy Porterfield, Director
Juvenile Community Programs

Cc: Ronald Tillman, Piedmont Area Manager
Sherri Hill, Piedmont Area Consultant



North Carolina Department of Public Safety

Division of Juvenile Justice and Delinquency Prevention

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William L. Lassiter, Chief Deputy Secretary
Cindy Porterfield, Director

June 13, 2024

Yvonne Johnson, Executive Director
One Step Further- Guilford Teen Traffic Diversion Pilot Program
623 Eugene Court
Greensboro, NC 27401

Dear Ms. Johnson:

We recognize and appreciate the progress of the Guilford Teen Traffic Diversion Pilot Program during the 2023-2024 fiscal year and the non-profit's willing to continue to offer this pilot program in Guilford County. This pilot endeavor has produced some positive outcomes during this current fiscal year and the section wishes to continue the pilot project through the 2024 – 2025 fiscal year as we continue to assess the impact of the teen traffic diversion model.

Clearly, the model offers learning opportunities for 16 and 17-year olds to encourage youth to make better decisions that may prevent harm to themselves and others while exercising the privilege to operate a motor vehicle. Youth with motor vehicle offenses, unfortunately sometimes later on realize that they possess adult misdemeanor charges on their records through traffic offenses. Furthermore, in most cases, youth (or their parents) pay court cost for the offense with no further learning. The Teen Traffic Diversion Pilot promotes not only accountability but also an opportunity to learn the impacts of reckless and impulsive behavior while behind the wheel. Thank you for continuing this project in Guilford County.

Based upon your request for fiscal year 2024-2025, your agency has been awarded DPS funds in the amount of **\$37,838** for the upcoming year for this project . A *Program Agreement* must be submitted in NC ALLIES in order to align your 24-25 traffic diversion program budget with these awarded DJJ funds. Please be sure to include the source for in-kind match offered by the Safety and Health Council of North Carolina, including access to a free annual membership to the SHC of NC, a \$500 value, access to the *Alive at 25* curriculum and training offered by the SHC of NC, supportive use of the Council's database, and free access to the participant *Alive at 25* student workbooks, valued at \$10 each. These generous in-kind calculations should be reflected as match within your budgets. As a reminder, *please ensure that you have indicated adequate match to support funds awarded.*

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Based on a recent monitoring by the consultant, it is important to address the findings and recommendations to ensure that the pilot is in good standing with best practices and minimum standards. Outcomes for this target population and pilot project will continue to be stringently tracked and monitored. Please know that we wish to offer continued assistance to you to support this unique and effective model. Your DPS Area Consultant (see below) can assist you should you have any questions.

Area Consultant: Sherri S. Hill
Phone: (919) 210-3105 (cell)
Email: Sherri.s.hill@ncdps.gov

It is our desire to study the success of this pilot project so as to inform possible statewide expansion to other interested teen court or interpersonal skill-building programs. We commend your efforts to continue this partnership with us to provide effective services to youth and families through the Teen Traffic Diversion Pilot Project. Thank you for your commitment to serving North Carolina's youth.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Porterfield".

Cindy Porterfield, Director
Juvenile Community Programs

cc: JCPC Chair, Chief Court Counselor, Area Consultant, Area Administrator, County Finance

Guilford NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 1,289,575 Local Match: \$ 956,347 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State Federal	Funds		
1	AYN/YF - Act Together Crisis Care	\$121,700		\$311,881		\$327,650		\$761,231	84%
2	AYN/YF - Outpatient Counseling	\$73,939	\$23,531			\$201,370		\$298,840	75%
3	AYN/YF - Psychological Testing	\$28,500	\$9,182			\$16,513		\$54,195	47%
4	Barium Springs-STOP Program	\$53,000	\$4,000	\$21,182		\$234,970		\$313,152	83%
5	Changing Faces Interpersonal	\$33,250	\$3,612	\$11,554				\$48,416	31%
6	Changing Faces Mentoring	\$48,604	\$5,262	\$16,847				\$70,713	31%
7	Changing Faces Vocational	\$49,589	\$7,507	\$15,046				\$72,142	31%
8	OSF - Community Service-Restitution	\$99,838	\$8,182	\$18,429	\$8,200			\$134,649	26%
9	OSF - Guilford County Teen Court	\$121,093	\$10,582	\$22,452	\$8,850			\$162,977	26%
10	OSF - Guilford Teen Traffic Diversion Pilot Program	\$37,838			\$11,958			\$49,796	24%
11	OSF - Junior-Senior Life Skills	\$84,538	\$8,882	\$50,024	\$5,060			\$148,504	39%
12	Operation Homework	\$75,000	\$3,350	\$38,475	\$32,250	\$122,368		\$271,443	82%
13	B&G Club-Project Learn	\$41,936	\$182		\$50,535			\$92,653	58%
14	B&G Club-Positive Action All Ages	\$55,488	\$182		\$21,015			\$76,685	23%
15	Nehemiah's Tech & Robotic Academy	\$113,668	\$182		\$37,500			\$151,350	
16	Nehemiah's Apprenticeship Training	\$109,089	\$182		\$36,000			\$145,271	
17	BOTSO Mentoring	\$41,000			\$13,065			\$54,065	
18	Commander Peace Academy-Interpersonal Skill Building Boxing Program	\$38,384	\$182		\$16,140			\$54,706	34%
19	DASH Strengthening Families	\$45,959			\$13,833			\$59,792	
20	JCPC Administration	\$15,000						\$15,000	
21	JCPC Clinical Assessments	\$40,000		\$12,000				\$52,000	
TOTALS:		\$1,327,413	\$85,000	\$505,890	\$254,406	\$902,871		\$3,087,580	57%

The above plan was derived through a planning process by the Guilford County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2024-2025

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added \$37,838

check type initial plan update final

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

-----DPS Use Only-----

Reviewed by Sherril Hill 7/1/24
Area Consultant Date

Reviewed by Denise Bond 7/1/2024
Program Assistant Date

Verified by _____
Designated State Office Staff Date

Conflict of Interest Policy

Instructions: *(Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page 1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic, (highlighted in yellow)*

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the

final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

One Step Further, Incorporated

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify

that _____ personally appeared before me this day

and acknowledged that he/she is _____ of _____

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____.

Sworn to and subscribed before me this _____.

Notary Public

(Official Seal)

My Commission expires _____, 20 ____

ATTACHMENT E - NO OVERDUE TAX DEBTS

Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the Guilford County Department of Health and Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

Entity Name: One Step Further, Incorporated

Address: _____

Email: _____

[Date of Certification: _____]

To: GUILFORD COUNTY

Certification:

We certify that the _____ 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-10-1b.

Sworn Statement:

_____ **[Name of Board Chair]** and _____ **[Name**

Of Second Authorizing Official] being duly sworn, say that we are the Board Chair and

_____ **[Title of the Second Authorizing Official]**, respectively, of

_____ **[insert name of organization]** of _____ **[City]**

in the State of _____ **[Name of 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.

Signature: _____ Signature _____
Board Chair **[Title of Second Authorizing Official]**

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

_____ **My Commission Expires:** _____
(Notary Signature and Seal)

¹G.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.”

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AFFIDAVIT REGARDING E-VERIFY

I, _____(the individual attesting below), being duly authorized by and on behalf of
_____(the entity doing business with Guilford County, hereinafter
"Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Date: _____.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me _____

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)