



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

Intensive Intervention - Program Application

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: HEARTH Transitional Living Program (HEARTH TLP)			

SPONSORING AGENCY:	Youth Focus		
SPONSORING AGENCY PHYSICAL ADDRESS:	405 Parkway Suite A Greensboro NC 27401		
SPONSORING AGENCY MAILING ADDRESS:	405 Parkway Suite A Greensboro NC 27401		
TYPE:	Non-Profit	FEDERAL ID #	23-7378057

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
41281	HEARTH Transitional Living Program (HEARTH TLP)	Group Home Care	\$ 198,300
Total cost of components:			\$ 198,300

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

Name:	Sarah Roethlinger	Title:	Executive Director		
Mailing Address:	405 Parkway Suite A	City:	Greensboro	Zip:	27401
Phone:	(336) 542-0870	Fax:		E-mail:	sroethlinger@youthfocus.org

Contact Person *(if different from program manager)*

Name:	Sarah Roethlinger	Title:	Executive Director		
Mailing Address:	405 Parkway Suite A	City:	Greensboro	Zip:	27401
Phone:	(336) 542-0870	Fax:		E-mail:	sroethlinger@youthfocus.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Julie Pool	Title:	Director of Finance and Business		
Mailing Address:	405 Parkway Suite A	City:	Greensboro	Zip:	27401
Phone:	(336) 255-0383	Fax:		E-mail:	jpool@aynkids.org

SECTION I B: PROGRAM COMPONENT DESCRIPTION

COMPONENT ID #	COMPONENT INFORMATION
41281	<p>NAME OF COMPONENT: HEARTH Transitional Living Program (HEARTH TLP) BRIEF DESCRIPTION: Supportive housing for male, female, and gender nonconforming youth ages 18-21 who are experiencing homelessness in a supervised, yet independent, living environment. During the program, youth gain needed independent living skills. Referrals are accepted statewide, yet due to the location of program, youth must be willing to live in High Point, NC to be admitted for services.</p>

SECTION II: COMPONENT STATISTICAL INFORMATION				
Multi-Components No				
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR		
Component Name: HEARTH Transitional Living Program (HEARTH TLP)				Component ID # 41281
What is this component's maximum client capacity at any given time?				4
Frequency of client contact per month:	20	Anticipated Average Length of Stay:	275	Days
Total Component Cost:	\$198,300	÷ by	Estimated # to be served during funding period:	8
Estimated Average Cost Per Youth:		\$24,788		
Applies to continuation programs only.	Actual number of youth admitted FY 22-23:		6	
	1	Number of admissions Juvenile Justice Referred	16.67% of total admissions	
	0	Number of admissions Law Enforcement Referred	0% of total admissions	
	1	Number of admissions District Court Referred	16.67% of total admissions	
	Actual number served FY 22-23:		7	

SECTION III: COMPONENT SUMMARY**NAME OF COMPONENT:** HEARTH Transitional Living Program (HEARTH TLP)

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

What are the Intensive Intervention needs the program intends to address?

How will the program effectively serve juveniles at different levels of involvement with juvenile justice?

Describe the gap in continuum of services for the population you will serve.

Each year, over 1 million youth will have some involvement with law enforcement or the justice system. Nearly 400,000 will be on their own and homeless for some period. Although the data on the overlap between these populations is limited, we know that it is significant. Sustaining housing, compared to being homeless for a year, was associated with a 52% reduction in criminal offending, a 54% reduction in being a victim of crime, and 40% reduced time spent in police custody. Their use of short-term crisis accommodation reduced by 99%; mental health service used declined by 65%." Last year's Risk & Needs report for Guilford County shows Guilford County as exceeding the state average for youth with YDC placement. The Youth Focus HEARTH Transitional Living Program intends to serve individuals ages 18 to under 22 who are homeless and who, because of their specialized needs, require additional assistance to allow them to achieve independence.

The Youth Focus HEARTH Transitional Living Program intends to serve individuals ages 18 to under 22 who are homeless and who, because of their specialized needs, require additional assistance to allow them to achieve independence. Transitional Living Program residential services are provided in a supervised apartment for participants for up to 540 days. The program does not serve youth under the age of 18 or those who have dependent children. The transitional housing model will be in leased apartments within an identified community.

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

Transitional Living Program residential services are provided in supervised apartments for male, female, and gender nonconforming youth ages 18-21 who are experiencing homelessness for up to 540 days. The program does not serve youth under the age of 18 or those who have dependent children.

All referrals must have had juvenile justice involvement before their 18th birthday or currently be under juvenile court jurisdiction; youth must be at least 18 years of age. Referrals are accepted from juvenile court services, self referred, schools, from a non-profit and from other community resources.

Youth Focus will work closely with the Department of Public Safety to identify and narrow in on the juvenile justice population that is deemed the most likely to have a successful outcome at the completion of the program for this service over the course of the contract.

Referrals are accepted statewide while due to the location of the program, youth must be willing to live in High Point, NC to be admitted into the program.

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

The Youth Focus HEARTH Transitional Living Program intends to serve individuals who are homeless and who, because of their specialized needs, require additional assistance to allow them to achieve independence. During the stay in the program, all of the individuals living expenses are covered by the program to allow focus on accomplishing goals that will ensure success in their future. Each individual sets goals specific to their situation to transition from the

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT: HEARTH Transitional Living Program (HEARTH TLP)

program to stable housing. These goals could include but are not limited to obtaining their high school diploma and/or college degree, receive needed vocational training to gain and maintain employment, develop permanent connections with caring adults, and improve their social-emotional well-being. During their stay in the program, individuals gain life skills such as conflict resolution, money management, meal planning and preparation, goal setting, etc.

Specific program goals include the following:

90 % of youth leaving a HEARTH TLP will exit to a safe and stable destination.

90% of youth leaving the program with safe and appropriate exits.

90% of youth leaving a HEARTH TLP will be employed or looking for work.

80% of youth will have graduated from high school or obtained a GED at exit.

90% youth who report at least one adult in their life, other than RHY program staff, to whom they can go for advice or emotional support.

Additional goals/objectives are outlined in the Measurable Objectives section.

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

75% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

80% Clients will have no new adjudications for a complaint with an offense date after the admission date.

80% Clients will have no new complaints with an offense date after the admission date.

75% 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.

75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

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

1% Parents/legal guardians will participate with service planning as required by licensure.

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 Intensive Intervention services Request for Proposals.*

Be sure to identify the specific risk and/or needs item(s) you will address.

HEARTH TLP will address the following risk factors:

Assaultive behavior, association with delinquent or gang involved peers, family criminality, school behavior problems, school suspensions, conflict in the home, and runaways. The program will address these risk factors by providing the following protective factors: mental health care, prosocial peer relationships and social skill building, school behavior and adjustment, and substance abuse assessment.

By providing alternative, supportive housing for runaway youth as well as youth referred by law enforcement and/or the court, youth have the opportunity to disengage from his or her current environment and be given the opportunity to receive support from trained staff who can help redirect assaultive behaviors and triage conflict in the home. The time spent in the program allows for a proper assessment of the young person's needs so that appropriate services can be

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT: HEARTH Transitional Living Program (HEARTH TLP)

accessed.

While in the program, staff are working with youth to achieve the goals outlined in their individual service plan which includes educational and vocational goals, accessing mental health and/or substance abuse treatment services as appropriate, case management services, and skill building which increases a young person's ability to maintain their independence and to increase positive outcomes.

SECTION IV: COMPONENT NARRATIVE (attach for each component)**NAME OF COMPONENT:** HEARTH Transitional Living Program (HEARTH TLP)**1. Location:** *List physical address(es) and describe where program services are delivered.*

Services are provided in commercial apartments leased by Youth Focus which are clustered in close proximity to each other along with an apartment that serves as a dedicated program office to allow for on-site staffing. The model is designed to be similar to college dormitory living with an Resident Assistant. The program leases apartments at the Raintree apartment complex which is located less than 2 miles from downtown High Point, the Transitional Living Program's physical address is 251 Northpointe Ave. High Point, NC. This is convenient to downtown High Point and close to Hwy 74 and Business I-85.

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

Transitional Living Program residential services are provided in supervised apartments for youth for up to 540 days. The program does not serve youth under the age of 18 or those who have dependent children. When working with transitional youth, flexible schedules for staff are a must. The staffing pattern will consist of one full-time Program Manager, one full-time case manager, one full-time Program Coach and 2 part-time Program Coaches. The Program Manager (PM) generally works on-site from 9:00AM until 5:00PM Monday through Friday, although the PM's schedule is flexible to attend evening meetings and special events with the youth. There will be at least one Program Coach, providing direct care services, on site during the hours of 9am-11pm every day of the week. A full-time case manager works a flexible shift Monday-Friday, roughly 10am-6pm in order to meet client needs. This also allows for double coverage early in the evenings when program activity is the greatest. A staff member is always on-call to handle after hours emergencies with clients as well as to handle staffing and facility emergencies. The staffing pattern is supplemented by college interns and volunteers. Youth Focus has a licensed therapist that will complete a comprehensive clinical assessment with each youth entering the program. The therapist is available to see youth individually, if they choose and will also provide psychotherapeutic groups. Transitional Living Program staff are trained to interact with youth victims of trafficking or other similar traumatic experiences. The Transitional Living Program is on a city bus route making it easily accessible and the program also has a van and assists participants with transportation needs ensuring low barrier for youth to access the program. Staff can provide transportation as needed in support of the program participant's goals while in the program.

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

Staffing for the program includes the following:

1 - PT Executive Director (0.093 FTE)

Qualifications: Masters Degree Social Work/Counseling

Responsibilities: Program Oversight & Support, Clinical Services

1 - PT Program Manager (0.072 FTE)

Qualifications: Minimum high school diploma; must be 21 years or older with experience in working with at-risk youth.

Responsibilities: Supervise and support Case Manager and Program Coaches.

1 - FT Case Manager (1.0 FTE)

Qualifications: Minimum high school diploma and must be 21 years or older with experience in working with at-risk youth.

Responsibilities: Supports clients in all tasks related to their goals outlined in their Individual Service Plan which includes linkage with community resources to accomplish goals related to education, vocation and career, physical & mental health treatment, independent life skills, etc.

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: HEARTH Transitional Living Program (HEARTH TLP)

1- PT Program Coach (0.45 FTE)

Qualifications: Minimum high school diploma and must be 21 years or older with experience in working with at-risk youth.

Responsibilities: Provides on-site, direct care supports.

1 - PT Therapist (0.281 FTE)

Qualifications: Masters in Social Work or Counseling; appropriate professional licensure for degree.

Responsibilities: Provide therapy and other clinically supportive services to program participants.

All staff receive training in the follow areas: Positive Youth Development, trauma-informed care, evidence-informed practices, street outreach intervention, human trafficking, commercial sexual exploitation, labor exploitation, harm reduction, assessment and case management, worker safety, understanding the diversity and culture of life on the street, safe and ethical practices, and community resources for well-being and self-sufficiency. HEARTH TLP staff are trained in and understand the Core Competencies of Youth Workers and demonstrate skills in its six domain areas. Also, they receive training in accordance with the needs of the client population, including, training in child sexual abuse and LGBTQ populations. HEARTH TLP staff are also trained to interact with youth victims of trafficking or other similar traumatic experiences.

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

Primary Service: Social Skills Training; Secondary Service: None

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.*

Please describe:

- a) The specific referral, screening, and admission process, including at a minimum, the staff involved with the decision process.*
- b) Interaction with Juvenile Court Counselors, other juvenile justice staff, and youth development centers, if applicable, including frequency, ongoing meetings, and other means of communication.*

The Program Manager screens each youth's situation, strengths, and unique needs and to determine eligibility at initial program entry to TLP using a valid and reliable standardized assessment questionnaire created by the agency. The assessment screens for immediate needs, strengths, potential victimization (sex trafficking, labor trafficking, commercial sexual exploitation, sexual assault), health and nutrition, behavioral health, connection to family, safety, access to resources, issues of neglect, or abuse and other risk and protective factors impacting the well-being and sustainable living of the youth. An agency licensed counselor completes a Comprehensive Clinical Assessment (CCA) and suicide screener for each youth to assess for a mental health diagnosis, as well as evaluating multiple aspects of social, emotional, and behavioral competencies and functioning in order to inform service decisions and monitor outcomes. Screenings used at the program are abbreviated instruments that will assess for a need of more thorough diagnostic assessments and service needs. There is a separate health and nutrition screening, and youth are also required to have an updated physical within the first 72 hours of intake. HEARTH TLP partners with a local urgent to provide all of the physicals for youth. All of the assessments given guide identification of needs for delivery of appropriate services or referrals to outside agencies to meet the youth's needs and inform appropriate service decisions and provide a baseline for monitoring outcomes over time. Any needs identified will be discussed individually with the youth in the development of their service plan. Follow-ups on referral connections and their

SECTION IV: COMPONENT NARRATIVE (attach for each component)**NAME OF COMPONENT:** HEARTH Transitional Living Program (HEARTH TLP)

successes will be done in the weekly case management sessions. Mental Health Services

All program participants have access to non-cost trauma-informed outpatient counseling provided by a rostered, licensed Trauma Focused Cognitive Behavioral Therapist. (TF-CBT; evidence-based) Group programming is available to program participants on topics relative to building independent living skills. Program participants can benefit from staff facilitated group sharing and peer support.

6. Termination Process: *Describe the termination process, to include:*

- a) *The staff responsible for making decisions.*
- b) *The process for making the decision to terminate.*
- c) *The criteria for a successful termination, satisfactory termination, unsuccessful completion, and non-compliant termination.*

Clients will be discharged from the Transitional Living Program under the following conditions: The client has completed the program successfully or when the decision to return home is made by the youth and/or their guardian. A successful termination is one with minimal/zero incidents and a satisfactory termination would include minor incidents. A discharge can occur anytime services are no longer desired by the client. Some youth may be discharged due to their inability to remain safe in the program or for concern of safety of other youth in the program. A youth may be discharged for running away, fighting, destruction of property, attempted arson, or when they have become a danger to themselves or others, etc.

Services should be terminated for only the most egregious behaviors such as matters of violence or serious threats (including sexual violence), major theft, major property damage, and/or possessing illegal substances. The termination process, at a minimum, consists of: (1) Written notice to the participant containing a clear statement of the reasons for termination; (2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and (3) Prompt written notice of the final decision to the participant. Additionally, staff will work with the client to help them find another place to live. Whenever possible, a plan for discharge will be written and implemented. Staff will encourage all discharged residents to follow-up with phone calls or visits. Youths who have dropped out or been asked to leave the program may re-apply for admission to the program in 90 days. It is considered an unsuccessful termination when a majority of service goals have not been met for a variety of factors that can sometimes involve outside circumstances beyond the control of the youth or the program staff. A non-compliant termination occurs when the youth refuses services and will not agree to/abide by basic safety rules for the program.

How are the Juvenile Court Counselor and/or other juvenile justice staff involved in the termination process?

Youth Focus will communicate closely with the Department and any involved court counselor who referred youth to HEARTH TLP to let them know of the youths' progress (or lack thereof) while in the program and to ensure they concur with the discharge plan. The program manager and staff work closely with the DPS and court counselor and other teams members to ensure the youth transitions to the appropriate level of care. Discharge planning is a joint effort.

7. Referring Agency Interaction: *Describe the interaction with Juvenile Court Counselors and/or other juvenile justice staff, including how client progress will be communicated.*

For those youth under juvenile jurisdiction, court counselors will be included in service planning and contacted as frequently as needed. Referring agencies are included as part of the assessment process and will be updated as needed throughout the individual's progress in the program. Updates will be provided both verbally and in written form with sensitivity to the needs of court counselors as they prepare for court. This program can also accept community

SECTION IV: COMPONENT NARRATIVE (attach for each component)**NAME OF COMPONENT:** HEARTH Transitional Living Program (HEARTH TLP)

referrals and/or self-referrals assuming the youth meets the eligibility requirements. Youth Focus maintains a close working relationships with other referral sources in the community including mental health, DSS, Alcohol and Drug Services, the health department and Guilford County Schools.

8. Intervention/Treatment: *Describe specifically:*

What will the component do to address intensive intervention continuum needs and/or redirect inappropriate youth behavior?

How will the component address the identified needs of the youth and family?

What interventions will typically be utilized in this component?

How will parents/guardians be involved?

What is the therapeutic element within the service?

A written Individualized Treatment Plan is developed in partnership with each youth. The service plan is client-centered, strengths-based, and included evidence-informed strategies to assist with the trajectory of achieving sustainable living. The plan is designed to help youth transition from HEARTH TLP to stable housing; connect to education, vocational training or employment; gain permanent connections with caring adults, improve their social and emotional well-being and addresses both physical and mental safety issues. The Program Manager as well as a licensed counselor conducts a private admission assessment with each youth at admission. This helps determine psychological, medical and emotional needs the youth has as well as information about them in the areas of employment, education, life skill training, health care, and other areas, such as getting a driver's license. A written Individualized Treatment Plan is completed with each youth that enters the program that identifies problems, sets goals and describes strategy for achieving these goals based on the individual's strengths, needs and preferences. This service plan guides program services so they are tailored to the client's needs. Typical interventions include: Basic Life Skills Resources, Mental Health/Counseling Services, Service Coordination Plan which includes health and dental care, Education Services, Vocational, Career, and Job Skills, Continuum Service Linkages, Aftercare Services, etc.

The program has a token reward behavior management system in place that provides youth opportunities to earn and lose privileges and is based on a Positive Youth Development (PYD) approach which is endorsed by the Family and Youth Services Bureau under the United States' Department of Health and Human Services. Positive Youth Development, or PYD, was developed from a body of research suggesting that certain "protective factors," or positive influences, can help young people succeed and keep them from having problems. According to this research young people may have fewer behavioral problems and may be better prepared for a successful transition to adulthood if they have a variety of opportunities to learn and participate at home, at school, in community-based programs and in their neighborhoods. Some of the elements that can protect young people and put them on the path to success include family support, caring adults, positive peer groups, a strong sense of self and self-esteem, and involvement at school and in the community. PYD favors leadership and skill-building opportunities under the guidance of caring adults.

Program staff seek to include legal guardians to the extent possible when they are available to be involved. Because the program serves youth ages 18 and older, there may not be parent/guardian involvement.

9. Best Practice Model: *Describe what evidence based/support model(s) or practice the program will use.*

HEARTH TLP addresses the social and emotional well-being of youth and incorporates a strengths-based approach through Positive Youth Development (PYD) and trauma-informed care. The services promote a strengths-based approach that emphasizes youths' self-determination and strengths. This ensures a young person has a sense of safety and structure; belonging and membership; self-worth and social contribution; independence and control over one's life as well as skills to develop plans for the future, set goals, and foster interpersonal relationships. HEARTH

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: HEARTH Transitional Living Program (HEARTH TLP)

TLP helps youth experiencing homelessness to develop key competencies, attitudes, and behaviors that equip them to avoid unhealthy risks and to succeed across multiple domains of daily life, including school, work, relationships, and community. Weekly groups led by licensed clinical staff help youth learn about how to deal with their emotions, how to handle conflict in healthy ways, how to cope with stress, about respect-receiving and giving it, psychoeducation around coping skills and healthy living, and about healthy relationships. The licensed therapists that support the program, who are trained in Trauma Focused Cognitive Behavioral Therapy, also meet individually with youth throughout the week to continue these conversations and offer more individualized support.

In a publication from youth.gov, the U.S. government website that helps create, maintain, and strengthen effective youth programs, it supports the effectiveness of PYD with this program's target population stating, "Research indicates that young people who are surrounded by a variety of opportunities for positive encounters engage in less risky behavior and ultimately show evidence of higher rates of successful transitions into adulthood. Positive Youth Development programs are one venue to ensure that young people have access to adequate positive opportunities. The available evidence suggests that PYD programs can prevent a variety of risk behaviors among young people and improve social and emotional outcomes. For example: A comprehensive study that looked at more than 200 school-based social-emotional learning programs found that program participants showed significant improvement in social and emotional skills, attitudes, and academic performance and reductions in internalizing symptoms and risky behaviors." (<https://youth.gov/youth-topics/effectiveness-positive-youth-development-programs>)

SECTION V: TERMS OF AGREEMENT

NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES once an application is approved for funding.

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

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

Terms of Agreement

This Agreement shall become effective _____ and shall terminate _____.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$ _____ 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			
HEARTH Transitional Living Program (HEARTH TLP)		Fiscal Year	FY 24-25
Item #	Justification	Expense	In Kind Expense
120	Case Manager 1.00 x \$42,746 = \$42,746, Executive Director 0.093 FTE x \$100,008 = \$9,301, Program Coach 0.45 FTE x \$36,050 = \$16,222, Program Manager 0.072 FTE x \$45,427 = \$3,271, Therapist 0.281 FTE x \$58,904= \$16,552	\$88,092	
180	PR Taxes (FICA & Medicare) 7.65% x \$88,092 Salaries = \$6,739, Fringe Benefits (Health Insurance, Long Term Disability, Short-Term Disability, 401K Match, Life Insurance, ADD Insurance) 20.5% x Eligible Salaries \$71,540 = \$14,666	\$21,405	
210	Housekeeping Supplies for 2 apartments (\$125.00 x 2 apartments x 12 months = \$3,000)	\$3,000	
220	Travel Meals for Staff (\$10.42 x 12 months = \$125)	\$125	
220	Food for 2 apartments (\$350 x 2 apartments x 12 months = \$8,400)	\$8,400	
250	Fuel & Vehicle Maintenance for Program Vehicles (\$112.50 x 12 months = \$1,350)	\$1,350	
290	Client Incidentals (\$366.67 x 12 months incentives (Headphones, water bottles, etc awarded for points earned through points earned for positive behaviors), personal items (needed clothes, hygiene supplies, etc) = \$4,400)	\$4,400	
310	Mileage Paid to Staff for Program Travel (746.27 miles x 0.67/ mile = \$500)	\$500	
310	Bus Passes for clients (\$50 x 12 months = \$600)	\$600	
320	Internet for 2 apartments (\$145.83 x 2 apartments x 12 months = \$3,500)	\$3,500	
330	Utilities (electricity and water) for 2 apartments (\$208.33 x 2 apartments x 12 months = \$5,000)	\$5,000	
350	Repairs for 2 apartments (\$62.50 x 2 apartments x 12 months = \$1,500)	\$1,500	
390	Staff Appreciation (\$99.16 per 1.896 FTE = \$188) for employee anniversary recognition gift, small lanyard pins for Team Spirit awards, quarterly employee recognition, ect.	\$188	
390	Recreation Activities and Supplies (\$83.34 x 12 months = \$1,000)	\$1,000	
410	Rent for 2 apartments (Rent \$1,000 x 2 apartments x 12 months = \$24,000) and program's share of office rent for Executive Director office (\$405 x 12 months = \$4,860)	\$28,860	

490	Support AllocationsSupport Allocations for Administration, Finance, Facilities, HR, IT, Training, Communications, Program Operations, Performance and Improvement (\$2531.66 x 12 months = \$30,380)	\$30,380	
TOTAL		\$198,300	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
Therapist 0.281 FTE x \$58,904= \$16,552	\$16,552	
Case Manager 1.00 x \$42,746 = \$42,746	\$42,746	
Program Manager 0.072 FTE x \$45,427 = \$3,271	\$3,271	
Executive Director 0.093 FTE x \$100,008 = \$9,301	\$9,301	
Program Coach 0.45 FTE x \$36,050 = \$16,222	\$16,222	
TOTAL	\$88,092	

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	HEARTH Transitional Living Program (HEARTH TLP)		
Fiscal Year:	FY 24-25	Number of Months:	12
	Cash	In Kind	Total
I. Personnel Services	\$109,497		\$109,497
120 Salaries & Wages	\$88,092		\$88,092
180 Fringe Benefits	\$21,405		\$21,405
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$17,275		\$17,275
210 Household & Cleaning	\$3,000		\$3,000
220 Food & Provisions	\$8,525		\$8,525
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$1,350		\$1,350
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$4,400		\$4,400
III. Current Obligations & Services	\$12,288		\$12,288
310 Travel & Transportation	\$1,100		\$1,100
320 Communications	\$3,500		\$3,500
330 Utilities	\$5,000		\$5,000
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$1,500		\$1,500
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$1,188		\$1,188
IV. Fixed Charges & Other Expenses	\$59,240		\$59,240
410 Rental or Real Property	\$28,860		\$28,860
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges	\$30,380		\$30,380
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	\$198,300	\$0	\$198,300

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 24-25	Guilford County	Funding ID: 1741XXXX
Sponsoring Agency:	Youth Focus	
Program:	HEARTH Transitional Living Program (HEARTH TLP)	

\$198,300	DPS/JCPC Funds	* This is the amount of your request on your application	
0%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$198,300	TOTAL	\$0	\$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

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

Chair, Juvenile Crime Prevention Council **Date**

Sarah L Roethlinger 2/28/24
Program Manager **Date**