



# North Carolina Department of Public Safety

## Juvenile Justice and Delinquency Prevention

### JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
<b>FUNDING PERIOD:</b>	FY 23-24	<b>DPS/JCPC FUNDING # (cont only)</b>	1741XXXX
<b>COUNTY:</b>	Guilford	<b>AREA:</b>	Piedmont Area
<b>Multi-County:</b>	No	<b>Multi-Components:</b>	No
<b>NAME OF PROGRAM:</b>	Guilford Teen Traffic Diversion Pilot Program		

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

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
38052	Guilford Teen Traffic Diversion Pilot Program	Interpersonal Skill Building	\$ 49,048
<b>Total cost of components:</b>			\$ 49,048

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

<b>Name:</b>	Yvonne Johnson	<b>Title:</b>	Executive Director		
<b>Mailing Address:</b>	623 Eugene Court	<b>City:</b>	Greensboro	<b>Zip:</b>	27401
<b>Phone:</b>	(336) 275-3699 Ext:203	<b>Fax:</b>	(336) 378-0959	<b>E-mail:</b>	sayers@onestepfurther.com

**Contact Person** *(if different from program manager)*

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

**Program Fiscal Officer** *(cannot be program manager)*

<b>Name:</b>	Susan Ayers	<b>Title:</b>	Finance Manager/Grants Administrator		
<b>Mailing Address:</b>	623 Eugene Court	<b>City:</b>	Greensboro	<b>Zip:</b>	27401
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**SECTION I B: PROGRAM COMPONENT DESCRIPTION**

<b>COMPONENT ID #</b>	<b>COMPONENT INFORMATION</b>
38052	<p><b>NAME OF COMPONENT:</b> Guilford Teen Traffic Diversion Pilot Program</p> <p><b>BRIEF DESCRIPTION:</b> 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 # 38052
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:	60	Days
Total Component Cost:	\$49,048	÷ by	Estimated # to be served during funding period:	100
Estimated Average Cost Per Youth:		\$490		
Applies to continuation programs only.	Actual number of youth admitted FY 21-22:		0	
	0	Number of admissions Juvenile Justice Referred	0% of total admissions	
	0	Number of admissions Law Enforcement Referred	0% of total admissions	
	0	Number of admissions District Court Referred	0% of total admissions	
	Actual number served FY 21-22:		0	

**SECTION III: COMPONENT SUMMARY****NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

**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 were 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 insure that the target population is served.*

The Guilford Teen Traffic Diversion Pilot Program will serve 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.

**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 FY2023-24, the Guilford Teen Court Traffic Diversion Pilot Program proposes to serve 100 youth.

**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,*

### SECTION III: COMPONENT SUMMARY

**NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

*disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

85% 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.

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

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

85% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

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

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

**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.

- 16.7% of teens rode with a driver who had been drinking alcohol.

**SECTION III: COMPONENT SUMMARY**

**NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

-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**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 in person utilizing COVID safety precautions and virtually. Clients are pre-screened during the scheduling call for any illness or symptoms of illness.

Administrative program services are conducted at either the OSF office or remotely.

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

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

The Guilford County District Attorney indicated that she would like the Teen Traffic Diversion (TTD) Program Director to be in court 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

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

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.

**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% FT 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 and 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.



**SECTION IV: COMPONENT NARRATIVE (attach for each component)**

**NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

**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.*

**Referral Procedure:**

1. The TTD Program Director receives and acknowledges referrals from the Guilford County District Attorney. 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 is 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?*

The Teen Court Traffic Diversion Program 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'

**SECTION IV: COMPONENT NARRATIVE (attach for each component)**

**NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

program completion

\* Conferences about assistance available for additional issues that were identified during the TTD Program intake interview.

\* 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 will work closely with the District Attorney's Office, District Court and Traffic Court judges, public defenders, private attorneys, magistrates, and local law enforcement.

1. Staff will attend 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 (1 in Greensboro and 1 in High Point) and invites all referral sources to attend. The Teen Traffic Diversion Program will also attend and invite representatives from the District Attorney's Office. These breakfasts provide both programs the opportunity to refresh referral sources about their programs. Breakfasts are well attended and have benefited the program.

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 will be 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

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** Guilford Teen Traffic Diversion Pilot Program

-Learn to take responsibility of passengers and how to properly manage peer pressure

TTD staff will maintain 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 will utilize 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:

### Term of Agreement

This Agreement shall become effective **Jul 1, 2023** and shall terminate **Jun 30, 2024**.

### 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 \$37715 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 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 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 Policy 3. Operations: Program Oversight and Monitoring*; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by

the established due dates.

**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 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 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 the DPS JCPC 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 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 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 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 JCPC funds only for the purposes approved by DPS in the JCPC Program

Agreement or most recently approved JCPC Program Agreement Revision;

2. Comply with the DPS JCPC 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 Policy 3. Operations: Program Oversight and Monitoring*.

*Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).*

**The County shall:**

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c)3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);

2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and

6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.

*Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).*

**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 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 Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority 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 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 form 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 its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

**Termination without Cause:** DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other 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**

<b>SECTION VI: BUDGET NARRATIVE</b>			
<b>Guilford Teen Traffic Diversion Pilot Program</b>		<b>Fiscal Year</b>	<b>FY 23-24</b>
<b>Item #</b>	<b>Justification</b>	<b>Expense</b>	<b>In Kind Expense</b>
120	Non-Paid OSF Staff Assistance: 132 Hours X \$27.00/Hour		\$3,564
120	Salaries and Wages (Detailed Below)	\$2,912	
180	FICA Expense (\$2912 X .0765%)	\$223	
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: 8 Classes X \$100/4-Hour Class	\$800	
190	Volunteer Services: 145 Hours X \$15.00/Hour		\$2,175
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	
410	Facility Use: OSF Office Space \$300/Month X 12 Months		\$3,600
450	8.34% of Professional Liability Insurance Projected Annual Premium of 16713.94		\$1,394
490	SHC-NC Annual Membership Dues		\$600
<b>TOTAL</b>		<b>\$37,715</b>	<b>\$11,333</b>

<b>Job Title</b>	<b>Annual Expense Wages</b>	<b>Annual In Kind Wages</b>
In-Kind Non-Paid OSF Staff Assistance: 132 Hours X \$27.00/Hour		\$3,564
4% FTE OSF Teen Court Program Director-NCAllies Assistance	\$2,000	
1.5% FTE OSF Finance Manager/Grants Administrator	\$912	
<b>TOTAL</b>	<b>\$2,912</b>	<b>\$3,564</b>

**SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY**

**Program:** Guilford Teen Traffic Diversion Pilot Program

**Fiscal Year:** FY 23-24

**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$36,695</b>	<b>\$5,739</b>	<b>\$42,434</b>
120 Salaries & Wages	\$2,912	\$3,564	\$6,476
180 Fringe Benefits	\$223		\$223
190 Professional Services*	\$33,560	\$2,175	\$35,735
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$400</b>		<b>\$400</b>
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
<b>III. Current Obligations &amp; Services</b>	<b>\$620</b>		<b>\$620</b>
310 Travel & Transportation	\$500		\$500
320 Communications	\$120		\$120
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
<b>IV. Fixed Charges &amp; Other Expenses</b>		<b>\$5,594</b>	<b>\$5,594</b>
410 Rental or Real Property		\$3,600	\$3,600
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding		\$1,394	\$1,394
490 Other Fixed Charges		\$600	\$600
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$37,715</b>	<b>\$11,333</b>	<b>\$49,048</b>

**SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)**

**FY 23-24** **Guilford County** **Funding ID: 1741XXXX**

**Sponsoring Agency:** One Step Further, Inc.

**Program:** Guilford Teen Traffic Diversion Pilot Program

\$37,715	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application	
30%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?	
	<b>County Cash</b>		(Specify Source)
	<b>Local Cash</b>		(Specify Source)
	<b>Local Cash</b>		(Specify Source)
\$3564	<b>Local In-Kind 1</b>	Non-Paid OSF Staff Assistance: 132 Hours X \$27.00/Hour	(Specify Source)
\$2175	<b>Local In-Kind 2</b>	Volunteer Services: 145 Hours X \$15.00/Hour	(Specify Source)
\$3600	<b>Local In-Kind 3</b>	Facility Use: OSF Office Space \$300/Month X 12 Months	(Specify Source)
\$600	<b>Local In-Kind 4</b>	SHC-NC Annual Membership Dues	(Specify Source)
\$1394	<b>Local In-Kind 5</b>	8.34% of Professional Liability Insurance Projected Annual Premium of 16713.94	(Specify Source)
	<b>Other</b>		(Specify Source)
	<b>Other</b>		(Specify Source)
	<b>Other</b>		(Specify Source)
	<b>Other</b>		(Specify Source)
<u>\$49,048</u>	<b>TOTAL</b>	<u>\$11,314</u>	<u>\$11,333</u>
		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**

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**Program Manager**

**Date**