REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 2, 2025

SUBJECT: Juvenile Crime Prevention Council County Plan FY2025-2026

PRESENTER: Sally Buchholz, JCPC Chair

ATTACHMENTS: Yes

1. JCPC Henderson County Plan

SUMMARY OF REQUEST:

The Henderson County Juvenile Crime Prevention Council (JCPC) has approved funding for local juvenile crime prevention programs. These funds for Fiscal Year 2025-2026 in the amount of \$266,020 are available for this purpose through the State of North Carolina. Each Program is required to provide a 30% match.

The programs approved by the JCPC are as follows:

1. JCPC Administrative Expenses	\$ 5,400
2. Aspire – Kids at Work	\$ 61,620
3. Aspire – Vocational Direction	\$ 65,000
4. Hendersonville Boys & Girls Club	\$ 50,000
5. Hope Rising	\$ 64,000
6. Henderson County Youth Mediation	\$ 20,000

Total \$266,020

Grant applications for these programs have been recommended for approval to the Board of Commissioners by Henderson County JCPC.

The Henderson County JCPC has approved the 2025-2026 County Plan for Henderson County. This County Plan has been recommended for approval to the Board of Commissioners by the JCPC.

BOARD ACTION REQUESTED:

The Board is requested to approve the JCPC recommendations for both the FY25-26 Annual Plan, and the FY25-26 Grant recommendations.

Suggested Motion:

I move that the Board approves the JCPC recommendations for both the FY25-26 Annual Plan, and the distribution of the FY25-26 Juvenile Crime Prevention Program funds.

Juvenile Crime Prevention Council County Plan

Henderson County

For FY 2025-2026

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- VII. Funded Programs *Program Enhancement Plan* (PEP) OR, add brief program description for any program without a PEP.

Attachments: JCPC Program Monitoring Reports

Executive Summary

The Henderson County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated this County Plan for FY 2025-2026. In 2019, House Bill 593 passed which approved an optional 1 or 2-year funding cycle for DPS JCPC funds, which is determined locally by each JCPC statewide. Also included in the HB was Raise the Age in N.C. which directs 16 & 17 years old from District Court to Juvenile Court. In order to see any new possible trends in juvenile justice data (now serving 16 & 17 year old) and to plan programming in the community accordingly, the Henderson County JCPC approved a 1 year funding cycle. Data continues to be monitored by the JCPC annually which provides direction to which funding cycle is most beneficial to the community and Council.

The JCPC has identified the issues and factors which have an influence and impact upon vulnerable youth, at-risk youth, delinquent youth, and their families in Henderson County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Monitoring and Evaluation: Each program funded in the past fiscal year by the JCPC has been monitored by the JCPC Monitoring Committee and programs were found in full compliance with DPS JCPC Policy and within the operating parameters of their budget and, providing the services as described in their program agreement. The monitoring results and program outcome evaluations were considered in making funding allocation decisions. The JCPC will continue to conduct annual implementation monitoring of its funded programs.

<u>Priorities for Funding:</u> Through a review of risk & needs assessment data, the Youth Assessment Screening Inventory (YASI) data and a community resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Henderson County.

- 1. Restorative Justice/Teen Court
- 2. Psychological Assessment
- 3. Interpersonal/Experiential Skill Building
- 4. Mentoring
- 5. Vocational Skills
- 6. Restitution Community Service

- 7. Tutoring/Academic Enhancement
- 8. Parent/Family Skill Building
- 9. Temporary Shelter
- 10. Group Home
- 11. Structured Day
- 12. Runaway Shelter
- 13. Mediation

<u>Funding Recommendations</u>: Having advertised a Request for Proposals (RFP) for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public, Division of Juvenile Justice and Delinquency Prevention funds to the following programs in the amounts specified below for the upcoming fiscal year: (Also, see the Henderson County Funding Plan with this report.)

1.	Aspire – Kids At Work:	\$61,620
2.	Aspire – Vocational Directions:	\$65,000
3.	Boys and Girls Club:	\$50,000
4.	Hope Rising:	\$64,000
5.	Henderson County Youth Mediation	\$20,000

The JCPC further recommends that the following amount be allocated for the administrative costs of the Council for fiscal year 25-26: \$5,400.

Total budget submitted \$266,020.00

Respectfully Submitted,

Sally Buchholz, Chair, Henderson County Juvenile Crime Prevention Council

Date: 5-22-2025

Henderson County NC DPS - Community Programs - County Funding Plan

Available Funds:	\$ \$266,020	Local Match:	\$_	\$138,860	Rate:	30%

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

1.11			LO	CAL FUNDIN	NG	OTHER	OTHER		76 PHU11
#	Program Provider	DPS-JCPC Funding	County Cash Match	Local Cash Match	Local In- Kind	State/ Federal	Funds	Total	DPS-JCPC Program Revenues
_,	JCPC Administration	\$5,400			711			\$5,400	
2	Boys & Girls Club of Henderson County	\$50,000		\$15,000				\$65,000	23%
3	Kids At Work!	\$61,620		\$26,664	\$20,985			\$109,269	44%
_	Mediation	\$20,000		\$6,000				\$26,000	23%
5	Aspire Vocational Direction	\$65,000		\$16,680	\$25,151			\$106,831	39%
6	Hope Rising - Teen Court	\$64,000	17 -		\$28,380			\$92,380	31%
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	TOTALS:	\$266,020		\$64,344	\$74,516		, 1	\$404,880	34%

TOTALS.	\$200,0	20	\$04,044 \$14,010	\$404,000	J-170
	above plan was derived through Tuvenile Crime Prevention Cour				
Amoun	nt of Unallocated Funds		Sally	Buchlal 5.	22-2025
Amount of funds	s reverted back to DPS	****	Chairperson, Juvenile Crim		
Disc	cretionary Funds added				
check type	☐ initial plan ☑ update	e 🗆 final	1-		<u></u>
	DPS Use Only		Chairperson, Board of Cou or County Finance Officer		
Reviewed by	Area Consultant	Date			
Reviewed by					
,	Program Assistant	Date			
Verified by					

Juvenile Crime Prevention Council Organization

FY 24-25 Name		Organization	Title
Chairperson	Sally Buchholz	Henderson County	Chair
Vice- Chairperson	Angela Garner	Vaya	Vice Chair
Secretary	Barbara Bothe	Henderson County	Admin
Treasurer	Linda Carter	WCCA	Treasurer
Assessment Committee Chairperson	Pit a		
Funding Committee Chairperson	1		

Number of	
members for	26
FY 24-25:	

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No						
August 22, 2024	16	Υ						
September 26, 2024	11	N						
October 24, 2024	11	N						
November 14, 2024	18	Y						
January 23, 2025	11	N						
February 27, 2025	16	Υ						
March 6, 2025	11	N						
March 27, 2025	15	Υ						
April 24, 2025								
May 22, 2025								
June 26, 2025								

Legend: Red = Up from Last year

Yellow Background = Higher than

107 106

Current YASI Domain	Summary of YASI Full Assessment Data for Youth In Henderson County, NC		2022 YA rviews: HND Cty %			2023 YAS rviews: 1 HND Cty %				93 NC State
Legal History	Cases where youth assessed had a previous referral	65	61%	38%	65	61%	45%	64	69%	47%
Legal History	Cases where youth assessed had a felony referral to DJJ	26	24%	36%	20	19%	36%	15	16%	35%
Legal History	Cases where youth assessed had a previous weapon offense	7	7%	17%	7	7%	17%	7	8%	17%
Legal History	Cases where youth has a prior detention admission				6	6%	20%	12	13%	20%
Family Domain (Family)	Cases where youth assessed had run away from home	15	14%	22%	17	16%	21%	18	19%	21%
Family Domain (Family)	Cases where youth assessed had a family member with Alcohol / Substance Abuse or Misuse	18	17%	17%	17	16%	15%	19	20%	13%
Family Domain (Family)	Cases where youth assessed had family member with a history of mental health concerns	5	5%	15%	8	8%	14%	11	12%	13%
Family Domain (Family)	Cases where youth assessed had family member with a prior criminal history or court involvement	5	5%	29%	13	12%	29%	14	15%	26%
Family Domain (Family)	Cases where youth had a family member with prior violent criminal history	1	1%	7%	2	2%	6%	2	2%	6%
Family Domain (Family)	Case where youth assessed were living with a family member other than parent				64	60%	73%	54	58%	74%
Family Domain (Family)	Cases where youth assessed were living in foster care, independent living, or other environment rather than living with a parent,	7	7%	10%	4	4%	9%	7	7%	9%
Mental Health Domain (family history)	Cases where youth assessed had some, to frequent, inadequate parental supervision	25	23%	21%	20	19%	18%	21	23%	17%
School Domain	Cases where youth dropped out of school	25	2370	2170	4	4%	6%	7	7%	5%
School Domain	Cases where youth assessed had been suspended	2	2%	2%	8	8%	3%	2	2%	3%
School Domain	Cases where youth assessed had 5 or more unexcused absences	24	22%	28%	28	26%	26%	30	32%	21%
School Domain	Cases where youth assessed were failing some classes	17	16%	18%	25	24%	18%	16	17%	16%
School Domain	Cases with youth assessed were failing most classes	16	15%	20%	14	13%	17%	19	20%	15%

93

Current YASI Domain	Summary of YASI Full Assessment Data for Youth In Henderson County, NC		2022 YA rviews: HND Cty %		有性性的認識學習			2023 - 2024 YASI Full Interviews: 93 HND NC HND Cty State County % %		
School Domain	Cases where youth assessed with YASI full screen had an intervention by a school administator	5	5%	11%	4	4%	12%	13	14%	12%
School Domain	Cases where youth assessed youth had a police report filed by the school	31	29%	23%	39	37%	27%	34	37%	24%
School Domain	Cases where youth had no interest in school activities				43	41%	34%	37	40%	31%
Community and Peers Community and	Cases where youth assessed had no consistent friends Cases where assessed had	14	13%	18%	18	17%	16%	15	16%	15%
Peers	negative or delinquent peer influence.	35	33%	46%	34	32%	47%	39	42%	47%
Community and Peers	Cases where youth assessed had used alcohol/drugs	31	29%	36%	38	36%	40%	32	34%	39%
Community and Peers	Cases where youth first used drugs/alcohol between 12 and 15				72	68%	75%	78	84%	78%
Community and Peers	Cases where youth funtionality disrupted by alcohol / drugs	X		- 1	39	37%	29%	55	59%	30%
Mental Health	Cases where youth assessed had a mental health diagnosis	48	45%	41%	61	58%	41%	58	62%	39%
Mental Health	Cases where youth assessed were currently receiving treatment	32	30%	23%	38	36%	23%	34	37%	22%
Mental Health	Cases where youth are currently on meds	1 1			34	32%	19%	29	31%	18%
Mental Health	Cases where youth had received past metal health treatment.	24	22%	21%	28	26%	21%	21	23%	19%
Mental Health Mental Health	Cases where youth assessed had a history of physical abuse Cases where youth assessed had	5	5%	10%	11	10%	10%	9	10%	9%
Aggression	history of sexual abuse Cases where youth assessed had	5	5%	8%	11	10%	7%	6	6%	6%
Aggression	displayed a weapon Cases where youth assessed had	3	3%	9%	5	5%	10%	5	5%	11%
Aggression	used a weapon Cases where youth had used bullying/threatening behavior	4	4%	7%	1	1%	8%	2	2%	8%
Aggression	Cases where youth had destroyed property	24	22%	22%	32	30%	24%	22	24%	23%
Aggression	Cases where youth had dispayed assaultive behavior	37	35%	14% 37%	16 41	15% 39%	41%	39	10% 42%	12% 41%

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Yellow Background = Higher than

107 106

Current YASI Domain	Summary of YASI Full Assessment Data for Youth In Henderson County, NC	2021 - 2022 YASI Full Interviews: 107 HND NC HND Cty State County % %				2023 YA views: HND Cty %	
Aggression	Cases where serious injury resulted	6	6%	8%	7	7%	5%
Employment & Free Time	Cases where youth is currently employed			,	19	18%	19%

		93
2023 -	2024 YA	SI Full
Inte	erviews:	93
	HND	NC
HND	Cty	State
County	%	%
7	8%	5%
20	22%	18%

Current YASI	Summary of YASI Full Assessment Data for		2022 YAS views: 1			023 YASI iews: 10	06
Domain	Youth In Henderson	HND	HND Cty	NC State	HND	HND Cty	NC State
	County, NC	County	%	%	County	%	%

024 YASI	Full
views: 9	3
HND	NC
Cty	State
%	%
	views: 9 HND Cty

Priority Order 2023-2024

Psychological Assessment
Interpersonal Skills
Mentoring
Mediation
Restitution/Community
Service
Vocational
Tutoring
Restorative Justice
Parent/Family Skill Building
Experiential Skill Building
Temp Shelter
Group Home
Structured Day
Runaway Shelter

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Priorit	y Orc	ler

2025-2026

Restorative Justice/Teen Court
Psychological Assessment
Interpersonal/Experiential Skill Building
Mentoring
Vocational Skills
Restitution Community Service
Tutoring/Academic Enhancement
Parent/Familyl Skill Building
Temporary Shelter
Group Home
Structured Day
Runaway Shelter
Mediation

Program Types not Chosen - 2023-24

Temporary Foster Care
Specialized Foster Care
Family Counseling
Home Based Counseling
Service addressing

Types not 2024-25	

SUMMARY REPORT OF THE HENDERSON COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. YASI
- II. Summary of Existing Resources
- III. Summary of Gaps and Barriers in the Community Continuum
- IV. Proposed Priority Services for Funding
- V. Continuum of Services

Part I. YASI

The Risk and Needs Assessment Committee reviewed data gleaned from the Youth Assessment Screening Instrument (YASI) from July 1, 2022, thru June 30, 2023. This is a still considered a new measurement tool administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile.

The YASI is an innovative juvenile risk assessment that measures risk, need, and protective factors in at-risk and juvenile justice-involved youth. The assessment addresses twelve domains: Legal History, Family, Basic Needs, School, Community and Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Attitudes, Skills, and Employment and Free Time.

According to the NC DPS County Datebooks, the approximate population of youth between the ages of 8 and 17 for Henderson County is 12,341. During the fiscal year of 2023-2024, Henderson County Juvenile Court Services staff completed 93 full YASI assessments. YASI Assessments data below is from the Full Screen unless noted. The data provided below is based on the risk, needs and strengths that are noted at the first assessment by Juvenile Justice at intake:

General Observations and Points of Interest

<u>Risk Level</u> - 42% of the assessed youth exhibited low risks. Another 45% were Moderate Risk and 13% were high risk.

<u>Needs Level</u> -82 % of the assessed youth exhibited very low to moderate needs. This is higher than the state's rate of 74%, meaning Henderson youth are on the lower end for needs. <u>Strengths Level</u> -86% of the assessed youth exhibited high moderate, high, or very high strengths levels. This is higher than the state's rate of 78%.

The youth of Henderson County are low risk, have very low to moderate needs and have high moderate to very high strength levels.

YASI Full Screen Data

Legal History

- Q1 <u>Previous Referral</u> 64 or 69% of the 93 assessed youth had previous referral. This is significantly higher than the state average of 47%.
- Q4 Felony Referrals to DJJ 20 or 19% of the 93 assessed youth were referred for a felony offense. This percentage is less than the state average of 36% but is still be significant to note.
- Q6 <u>Weapon Offense</u> 7 or 8% of the 93 assessed youth had previous weapon offenses. This is significantly lower than the state's rate of 17% but may be higher than in past years as gun violence has been up statewide.

Family Domain

- Q1 Runaways 18 or 19% of the 93 assessed had been kicked out of their house. This is lower than the state's rate of 21%
- Q4 Family Alcohol/Substance Abuse & Mental Health 19 or 20% of the 93 assessed youth had family members with alcohol and/or substance abuse issues. This is slightly higher than the state's rate of 13%. 11 or 12% of the 93 assessed youth had family members with mental health issues compared to the state's rate of 13%. While lower than the State rates, it is estimated that these numbers are significantly under-reported. Discussion during the YASI presentation noted that both mental health and substance use is increased right now with needs for continued services.
- Q7 Parent/Custodian Supervision- 21 or 23% of the 93 assessed youth reported having some to frequent inadequate supervision by parent/guardian. This is higher than the state average of 17%.

School Domain

- **QI** <u>School Enrollment</u> 82 or 89% of the 92 assessed youth were enrolled full-time in school. Another 2 had graduated with a GED. 6 or 7% had dropped out and another 2 or 2% had been suspended.
- **Q2** <u>Attendance</u> 30 or 32% of the 93 assessed youth had 5 or more unexcused absences. This is higher than the state average of 21%.
- Q4 <u>Academic Performance</u> 16 or 17% of the 93 assessed youth were failing some classes. or most classes with or 20% failing most classes. When looking at students failing most classes, Henderson's percentage was significantly higher han the state's, which was 15%.

QI2 <u>School Activities</u> - 37 or 40% of the 93 assessed youth had no interest and were not involved in school activities; compared to the lower state rate of 31%. Discussion during the YASI data presentation acknowledged that the schools and community members are always working to try to figure out access to activities for youth.

Alcohol/Drugs Domain** - The following data from the alcohol/drug domain represents juveniles that answered "Yes" to alcohol and/or drug usage. Out of 93 total youth assessed for Henderson County, 32 or 34% of the youth answered "Yes" to alcohol and/or drug use. This was lower than the state's rate of 39%.

QI Age at first Use of Alcohol or Drugs - 27 or 84% of the youth that answered "Yes" to alcohol and/or drug use admitted to using for the first time between the ages of 12-15. This is higher than the state's rate of 78%. 4 or 13%, admitted age of first use before the age of 12, which is above the state average 0f 11%.

QI <u>Use Disrupts Function</u> (based on youth who answered yes to Alcohol/ Drug Use Q) — or 59% of the youth that answered "Yes" to alcohol and/or drug use stated that the usage disrupted their daily functions. This typically indicates that treatment is warranted. This is significantly higher than the state's rate of 30%. And 27 or 84% reported that alcohol or drug use contributed to their delinquent behavior. This is significantly higher than the state average of 39%. 15 or 37% of the assessed youth had used alcohol or drugs 2-15 times. This is equal to the state average of 37%. 12 or 38% of the assessed youth had used alcohol or drugs more than 15 times. This is higher than the state average of 28% but still significant.

Q3 <u>Previous Alcohol/Drug Treatment</u> – 22 or 69% of the youth that answered "Yes" to alcohol and/or drug use have had no previous alcohol and/or drug treatment. This is slightly higher than the state's rate of 63%.

Mental Health Domain - 58 or 62% of the 93 assessed youth answered yes to not only having mental health problems but to being diagnosed with a mental health disorder. This is significantly higher than the state average of 39%.

QI <u>Current/Past Treatment/Medication</u>- 34 or 37% of the 93 assessed youth were currently receiving mental health treatment. This is significantly higher than the state average of 22%. Similarly, 21 or 23% of the 93 had received treatment in the past. This is also slightly higher than the state's rate of 19%. In addition, 37 or 37% of youth were currently receiving medication for their mental health concerns. This is higher than the state averages of 18% Similar to the discussion on mental health needs for families, the group noted the continued need for mental health services for youth. The Juvenile Justice Treatment Continuum meets weekly, and gives community providers an opportunity to work on service needs and also to assess the current volume of Comprehensive Clinical Assessments (CCAs).

Q5 <u>History of Abuse</u> - 9 or 10% of the 93 assessed youth had some type of physical abuse history. This is slightly higher than the state's rate of 9%. Also, 6 or 6% of the 93 assessed youth had some type of sexual abuse history. This is the same as the state's rate of 6%.

Aggression Domain

QI <u>Violence</u> - 22 or 24% of the 93 assessed youth had used bullying or threatening behavior. This is slightly higher than the state average of 23%. In addition,39 or 42% of youth assessed having used assaultive behavior, near the state average of 41%. 2 or 2% of assessed youth had used assault with a weapon with serious injury. This is higher than the state average of 8%. 5 or 5% of assessed youth had displayed a weapon. And 2 or 2% had used a weapon. These are both lower than the state average of 11% displayed weapon and 8% used a weapon.

Part III. Summary of the Existing Community Resources

See Attached Continuum of Services – At a Glance for FY 2025-2026 Funding Process

JCPC Funded Programs 2025 – 2026

Aspire – Kids At Work Aspire-Vocational Directions Boys and Girls Club of Henderson County (Education and Social Development) Hope Rising-Teen Court

Department of Public Safety - Community Programs Funded Programs or Other Resources

Structured Activities:

- Mentoring
 - o Boys & Girls Club
 - o Big Brothers & Big Sisters
- Parents/Family Skills Building
 - o IFPS-Eckerd in home case management
 - SPARC-FCT program-DSS involved families
 - o Family Resource Center
- Interpersonal Skills Building:
 - o Boys & Girls Club- JCPC Funded
 - o Boys Scouts/Girls Scouts
 - o 4H Club
 - o Parks & Rec
 - o Kids at Work
 - School counselors
 - o Crosswalk (Recreational)
 - o Literacy Connection At Risk Youth Literacy & Life Skills JCPC Funded
- Experiential Skills:
 - o Boys & Girls Club
 - o Career Launch-Financial Literacy
 - Enterprise-volunteer 50 hours under supervision at the club to earn privilege of employment at the club
 - o Boys Scouts/Girls Scouts
 - o 4H Club
 - o Junior Achievement (at high school and restricted by attendance)
- Tutoring/Academic Enhancement:
 - o Boys & Girls Club
 - Literacy Connection JCPC funded
 - Tutoring Clubs (school based/restricted)
 - Church based after school programs
- Vocational Skills:
 - o Enterprise (Boys & Girls Club, age restricted

Henderson County Risk and Needs Assessment Summary for FY 25/26

- o Vocational Directions-JCPC funded
- o JobLink (16 yrs & up/restricted)
- Henderson County Schools (restricted)
- Vocational Rehabilitation (restricted)
- Restorative Services:
 - o Restitution/Community Services
 - o Vocational Directions-JCPC funded
 - o Mediation: Mediation Center
- Community Day Programming:
 - Structured Day
 - Alternative Schools
 - **Day Treatment Programs**
 - Family Preservation Services (full day & restricted to diagnosis)
- Assessment Services:
 - o Sex Offender
 - o Psych Evaluation
 - o Mental Health Providers
 - o Private Sector: (difficult to access and/or time to produce report too long)
 - o Family Preservation
 - O Children's Hop Alliance
 - Other private Vaya In-Network providers, etc.
- Clinical Treatment:
 - o Counseling:
 - Family Preservation
 - Mountain Counseling
 - Safe Light-Domestic Violence
 - Vaya In-Network Providers, etc.
 - Blue Ridge Counseling
 - Home Base Family Counseling:
 - Family Preservation-Intensive In -Home
 - Youth Villages-MST and Intercept
 - Access Family Services-Intensive In-Home Bilingual
 - AMI Kids (restricted JJ)
 - Blue Ridge Community Health Services
 - Crossnore-Outpatient plus
 - Substance Abuse Assessment & Treatment:
 - RHA/ARP Phoenix
 - Hope Coalition-counseling groups
 - Vaya In-Network providers, etc.
 - Sex Offender Specific Treatment:
 - Children's Hope Alliance-TASK Program
 - Other private providers
 - Crisis Counseling:
 - Safe Light-Domestic Violence
 - RHA Mobile Crisis
 - Other private Vaya In-Network providers, etc.
 - Residential:
 - Group Home Care:
 - Short Term Male/Eckerd Youth Alternative (JJ Exclusive, level 2)
 - Short Term Female/Eckerd Lake Kerr (restricted, level 2)
 - Tarheel Challenge (some restrictions)
 - Crossnore
 - Eliada
 - Timber Ridge
 - Other private Vaya In-Network providers, etc.
 - Temporary/Emergency Shelter:
 - Safe Light-Domestic Violence

Henderson County Risk and Needs Assessment Summary for FY 25/26

- Rescue Mission (age restricted)
- Only Hope of WNC (age restricted)

Community Resources available but difficult to access or limited resources Residential:

- o Therapeutic Foster Care:
- o Multiple therapeutic Foster Care Agencies (limited, can be hard to access)
- Crossnore

Part IV. Summary of Gaps and Barriers in the Continuum of Services

Gaps and Barriers to JCPC Programs and other Community Programs

- Structured Activities:
 - o Parent Family Skill Building
 - o Tutoring/Academic Programs (if JCPC funded program did not provide)
 - o Youth Interpersonal Skill Building
 - o Mentoring
 - o Experiential
 - o Vocational Skill Building (If JCPC funded program is not provided)
- Restorative Services:
 - o Restitution/Community Services (If JCPC funded program is not provided)
 - o Mediation/Conflict Resolution Services (If JCPC funded program is not provided)
- Community Day Programming:
 - o Structured Day
- Assessment Services:
 - Psychological & Sex Offender Assessment Services. (Assessments available in 14 days needed)
- Clinical Treatment: No gaps in the services continuum anticipated.
- Day Treatment: Restricted to 4 schools, no elementary or high school programs
- Residential:
 - o Group Home Services are needed due to services being outside the county

Part V. Proposed Priority Services for Funding

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services that are currently available in the community and are sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The Committee proposes that the following services be approved as the funding priorities and advertised in the Request for Proposal for FY 2025-2026.

Henderson County Risk and Needs Assessment Summary for FY 25/26

PRIORITIES FOR FY 2025-2026:

HENDERSON

1. Psychological Assessment	6. Restitution Community Service	11. Structured Day
	e e	12. Runaway Shelter
Building	Enhancement	*
3. Restorative Justice/Teen Court	8. Parent/Family Skill Building	13. Mediation
4. Mentoring	9. Temporary Shelter	12 - 12
5. Vocational Skills	10. Group Home	

Part II. Summary of the Existing Community Resources

See Attached Continuum of Services - At a Glance for FY 2024-2025 Funding Process

JCPC Funded Programs 2024 - 2025

Aspire - Kids at Work
Aspire - Vocational Directions
Boys and Girls Club of Henderson County Hope
Rising-Teen Court

Department of Public Safety Community Programs Funded Programs or Other Resources

Structured Activities:

- Mentoring
 - o Boys & Girls Club
 - o Big Brothers & Big Sisters
- Parents/Family Skills Building
 - o IFPS-Eckerd in home case management
 - o Family Resource Center
- Interpersonal Skills Building:
 - o Boys & Girls Club JCPC Funded
 - o Boys Scouts/Girls Scouts
 - o 4H Club
 - Kids at Work -JCPC Funded
 - o Mediation Center
 - o Parks & Rec
 - o School Counselors / Social Workers
- Experiential Skills:
 - o Boys & Girls Club
 - o Boys Scouts/Girls Scouts
 - o 4HCiub
 - o Junior Achievement (at high school and restricted by attendance)
- Tutoring/Academic Enhancement:
 - o Boys & Girls Club
 - o Church based after school programs
 - o Literacy Connection
 - Tutoring Clubs (school based/restricted)
- Vocational Skills:
 - o Enterprise (Boys & Girls Club, age restricted)
 - o Vocational Directions JCPC funded
 - o Job Corp (Age Restricted)
 - o JobLink (16 years & up/restricted)
 - o Henderson County Schools (restricted)
 - o Kids At Work JCPC Funded
 - o Vocational Directions -JCPC Funded (restitution with Vocational Rehab)

- · Restorative Services:
 - o Restitution/Community Services:
 - Vocational Directions JCPC Funded
 - o Teen Court
 - Hope Rising JCPC Funded
 - o Mediation:
 - Mediation Center
- Community Day Programming:
 - o Structured Day
 - Alternative Schools: (Must meet requirements)
 - Day Treatment Programs (only option closed two years ago)
- Assessment Services:
 - o Mental Health Providers
 - o Private Sector: (difficult to access and/or time to produce report too long)
 - o Psych Evaluation
 - o Sex Offender
- Clinical Treatment:
 - o Counseling:
 - Blue Ridge Community Health Soc.
 - Crossnore
 - · Family Preservation
 - Mountain Counseling
 - Safe Light-Domestic Violence
 - · Vaya In-Network Providers, etc.
 - o Home Base Family Counseling:
 - AMIKIDS/FFT
 - Crossnore
 - Family Preservation-Intensive In -Home
 - Youth Villages-MST and Intercept o

Substance Abuse Assessment & Treatment:

- Hope Coalition-counseling groups
- RHA/ARP Phoenix
- o Sex Offender Specific Treatment:
 - Alexander Youth Network Outpatient / Medicaid
 - Children's Hope Alliance-TASK Program o

Crisis Services:

- RHA Mobile Crisis
- Safe Light-Domestic Violence
- Other private Vaya In-Network providers, etc.

Residential:

- Group Home Care:
 - o Crossnore
 - o Eckerd Residential (DJJ Youth Only)
 - o Eliada (on pause for now)
 - o Only Hope of WNC Age Restricted
 - o Short Term Male and Female out of county options
 - o SPARC Program
 - o Tarheel Challenge
 - o Timber Ridge
 - o Other Vaya In-Network Providers, etc......
- Crisis Stabilization:
 - o Copestone at Mission Hospital
 - o Cataylynn Burrell Child Crisis Center in Buncombe
- Community Respite Programs:
 - Interlude at Brandi Nicole Center in Buncombe
 - Care Haven at Caring Alternative in McDowell County
 - Hawthorne Heights in Swain County
- Specialized Foster Care:
 - Multiple Therapeutic Foster Care Agencies

Part III. Summary of Gaps and Barriers in the Continuum of Services

Gaps and Barriers to JCPC Programs and other Community Programs

- Structured Activities:
 - o Parent Family Skill Building
 - o Tutoring/Academic Programs
 - o Youth Interpersonal Skill Building
 - o Mentoring
 - o Experiential
 - o Vocational Skill Building (If JCPC funded program is not provided)
- Restorative Services:
 - o Restitution/Community Services (If JCPC does not fund, program is not provided)
 - o Mediation/Conflict Resolution Services (If JCPC does not fund, program is not provided)
- Community Day Programming:
 - o Structured Day
- Assessment Services:
 - Psychological & Sex Offender Assessment Services. (Assessments available in 14 days needed)
- Clinical Treatment: No gaps in the services continuum anticipated.
- Day Treatment: Restricted to 4 schools, no elementary or high school programs
- Residential:
 - o Group Home Services are needed due to services being outside the county

Part IV. Proposed Priority Services for Funding

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile needs with services currently available in the community. Services that are currently available in the community and are sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The Committee proposes that the following services be approved as the funding priorities in no particular order and advertised in the Request for Proposal for FY 2024-2025.

PRIORITIES FOR FY 2024-2025: Henderson County

I. Restorative Justice/Teen Court	6. Restitution Community Service	10. Group Home
2.Psychological Assessment	7. Tutoring/Academic Enhancement	11. Structured Day
3. Interpersonal/Experiential Skill Building	8. Parent/Family Skill Building	12. Runaway Shelter
4. Mentoring	9. Temporary Shelter	13. Mediation
5. Vocational Skills	Transport to the second	

	HENDERSON COUNTY: Continuum o	HENDERSON COUNTY: Continuum of Services - At a Glance for FY 2025-2026 Funding Process
	Instructions:	Adjust arrows to cover target populations
	JCPC funded Available in Community	Comprehensive Strategy
	 Needed - not available Available-difficult to access, must meet requirements, 	Prevention Graduated Sanctions
	5) Services need to be expanded	
	6) Available - Funded by DPS	Target Populations
Program Services & Structures Categories	15, 95	Youth at Greatest Risk Pre-Adjudicated Level I/ Prot. Level Level Post Release Youth Supervision II Youth III Youth
	Mentoring	
	Big Brothers & Big Sisters	
	Boys & Girls Club	
	Pathfinders	
	Parent/Family Skills	
	Child Family Resources	A
	Family Resource Center	
	IFPS / Eckerd BJJ Youth Only	
	Triple P Parenting	
	Interpersonal Skills	
	Boys & Girls Club - JCPC Funded	
	Boys & Girls Scouts	
	Processial Portropional	1
	Closswain - Necleational	A
	4H Club	1
	Kids at Work - JCPC Funded	
	Mediation Center	
	Parks & Rec	
	School Counselors / Social Workers	The state of the s
Structured Activities	Experiential Skills	
	Literacy Council	
	Boys & Girls Club	
	Boys & Girls Scouts	
	4H Club	1
	Junior Achievement - High School Rescritcted	
	Tutoring/Academic Enhancement	
	Literacy Connection	
	Boys & Girls Club	
	Church Based after school programs	
	Tutoring Clubs - School based	
	Vocational Skills	

Updated HND Cty Continuum of Services FY 2025-26 (003)

	Instructions: Ad	Instructions: Adjust arrows to cover target populations	target populatio	NS .		And the second s	
	1) JCPC funded 2) Available in Community		Сот	Comprehensive Strategy			
	 Needed - not available Available-difficult to access, must meet requirements, Services need to be expanded 	Prevention			Graduate	Graduated Sanctions	
1	6) Available - Funded by DPS		Targ	Target Populations			
Program Services & Structures Categories	Programs Programs	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I/ Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level	Post Release Youth
	Rise - Boys & Girls Club Age Restricted to H.S. age				Topic Control		Оп неизвений положений
	Henderson County Schools Curriculum - Restricted				A CONTRACTOR OF THE CONTRACTOR		
	Job Corp - Age Restricted		de la companya de la		4		Emilionalinineannaniana-tu-puisitinalamia-tu-puisitinalamia-tu-puisamin-initext
	JobLink - Age restricted				A Company of the Comp		
	Kids at Work - JCPC Funded				1		
	NC Works - Age Restricted						
	Vocational Directions - JCPC Funded				A		
	Vocational Rehab	odajuis enivariaerias jaspen setas basanskeinainskentstaan bedijintan austumbungsbendeler			- Automorana		
	Vocational Directions - JCPC Funded						
Restorative —	Tool Court						
Services	Hope Coatition - JCPC Funded						
	Truancy Court						
Community Day	Structured Day						
Programming	Alternative Schools - Must meet requirements						
	Associment						
	Mental Health Providers						
Assessment	Private Providers				1		
Selvices	Psych Evaluation				- Inches		de la companya del companya del companya de la companya del la companya de la com
	Sex Offender - TASK				1		
	Counseling						
	Blue Ridge Community Health Soc.		THE CONTRACTOR OF THE PROPERTY		1		
	Crossnore				1		
	Clarvida				1		

	HENDERSON COUNTY: Continuum of Services	of Services - At a Glance for FY 2025-2026 Funding Process	5-2026 Funding P	Cocess	
	Instructions: Adj	Instructions: Adjust arrows to cover target populations	St		
		Сомр	Comprehensive Strategy		
		Prevention		Graduated Sanctions	nns
	Services need to be expanded Available - Funded by DPS	Targe	Target Populations		
Program Services & Structures Categories	Programs	Youth at Greatest Risk Pre-Adjudicated	Delinquent- Level I/ Prot. Supervision	Delinquent- Delinquent-	Jent- Sel Post Release Youth
	Monnépie O messiles			Ш	
	Mountain Counseling			1	
	Sale Light - Domestic Violence				
	Home Base Family Counseling			A	-
	Access Family Services - Intensive In-Home Rilingual				
	AMIKIDS/FET			★	
	Crossnore				
	RHA Intensive Home Services				
Clinical	Clarida - Intensive In-Home		entermonente concerco con en en entre entre entre entre entre de constanta de mantente de constanta de constant	RECOGNISCO DE LA CONTROL DE LA	
Treatment	SPAR Foundation			TANK THE PROPERTY OF THE PARTY	
	SPARC Network		Constitution of the second		
	Youth Villages - MST, Intersect, Hi-Fidelity, Wraparound				
	Substance Use Treatment				
	Hope Coalition (Indiv. & Peer Support Groups)			The second secon	
Company of the Compan	Vaya In-Network Providers, etc				The second of th
5	Sexual Offender Treatment				
	Alexander Youth Network - Out patient/medicaid			THE STATE OF THE S	
	Children's Hope Alliance -TASK			•	Финализиваличенно-резроляется политический по
	Private Providers				
	Crisis Counseling				
	Other Private Vaya In-Network Providers, etc			A	
	Safe Light - Domestic Violence				
	Group Home				
	Crossnore		A CONTRACTOR A CONTRACTOR CONTRAC		
	Eckerd Residential (DJJYouth only)			- Contract	
	Blue Kock Benavioral Health Residential		primetronismos com prosincondos con Philipsinos consecuentes con con-	- Allerand	
	Mothodist Homologo Vouth (BDC Feeders)		hidronomicum maria franchenia volici emembrano insperie sa consignata emembrana membra	- Company	
	Metriodist nomeress Touth (DPS Funded)		madera de fortalementa frances de proprio por de la composiçõe de proprio de proprio de la composiçõe de proprio de la composiçõe de la compos	water Control	

	HENDERSON COUNTY: Continuum of Services - At a Glance for FY 2025-2026 Funding Process	of Services - At a Glance for FY 2025	-2026 Funding P	rocess		
	Instructions: Ad	Instructions: Adjust arrows to cover target populations	S			
	JCPC funded Available in Community	Сотр	Comprehensive Strategy			
	3) Needed - not available4) Available-difficult to access, must meet requirements,5) Services need to be expanded	Prevention		Graduated	Graduated Sanctions	
	6) Available - Funded by DPS	Targe	Target Populations			
Program Services & Structures Categories	Programs	Youth at Greatest Risk Pre-Adjudicated Youth	Delinquent- Level I/ Prot. Supervision	Delinquent- Level Il Youth	Delinquent- Level III Youth	Post Release Youth
	Methodist Multi Purpose Group Home (DPS Funded)		spinutrinos asa de principal esta atabé side adelización de control de presenta de control de contr	- American		фоциаловиямированизментаниямилизментального
	Methodist WNC Youth Assessment (DPS Funded)			1		
	Male / Female Tranisitional Living (DPS Funded)			Amenura		dent-action and authority and action to a second and a second a second and a second and a second and a second and a second a second and
	Other Vaya In-Network Providers, etc			- Constitution		
Doctdonical	Short Term Male & Female out of county options					
Vesidefilla	Tarheel Challenge (DPS Funded) Age Restricted					
	Timber Ridge		nder all austraal almanerina) mei järings terbesteljähaanskund timust kaistjeritstelmissenaan	- Constitution of the Cons		
	Crisis Stabilization					
	Sweeten Creek Mental Health & Wellness			1		
	Caiyalynn Burrell Child Crisis Center in Buncombe		edissociaes in an Editoria escalabilista in successor de secución de la contraction	- Contraction		
	Community Respite Programs					
	Interlude at Brandi Nicole Center in Buncombe			A Common		
	Care Haven at A Caring Alternative in McDowell County		ANTERIORENA ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN ANTERIOREN	- Company		
	Hawthorne Heights in Swain County			- Contraction		
	Specialized Foster Care			- Constitution of the Cons		
	Multiple Therapeutic Foster Care Agencies			- Commissioner		

Request for Proposals NCDPS JCPC Continuation Funding FY 2025-2026

Henderson	\$ 266,020	January 30, 2025
County	Anticipated Annual Allocation	Date Advertised

The Juvenile Crime Prevention Council having studied the needs of juveniles in the county hereby publishes this Request for Proposals. The JCPC anticipates funds from the North Carolina Department of Public Safety (NCDPS) in the amount stated above to fund the programs specified below. Such programs will serve delinquent and at-risk youth for the state fiscal years of 2024 - 2025. The use of these funds in this county require a local match in the amount specified. The match rate for JCPC funds required: 30%.

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

Restorative Justice/Teen Court	6. Restitution Community Service	11. Structured Day
Psychological Assessment	7. Tutoring/Academic Enhancement	12. Runaway Shelter
3. Interpersonal/Experiential Skill Building	8. Parent/Family Skill Building	13. Mediation
4. Mentoring	9. Temporary Shelter	
5. Vocational Skills	10. Group Home	

As a result of the Risk Assessment and YASI data in the above-named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

Elevated risk and needs for adjudicated youth that programming should address:

School Behavior /adjustment to school including
services to help youth with executive functioning
Known Substance Use/Misuse - Alcohol, Illegal Drugs
Mental Health
Most Serious prior adjudications
Prior Assault
Prior run away from home
Health Needs
History of Abuse or Neglect
Family Supervision Skills

Family Substance abuse
Family Criminality
Sexual Behaviors – Last 12 months
Conflict in the home
Poor Relationship with peers/association with
delinquent peers
Poor Academic Functioning/Truancy
Juvenile Parental Status

The web-based program application (NCALLIES) and instructions are available on line at the Department of Public Safety web-site: https://www.ncdps.gov/Index2.cfm?a=000003,002476,002483,002482,002514

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding. Private non-profits are required to upload the following forms into NC ALLIES or your application is considered incomplete: 1) No Over Due Tax form (available at the above link) 2) Notarized DPS Conflict of Interest Statement Template (available at the above link), 3) The non-profit's Conflict of Interest Policy; and 4) Proof of 501(c)(3) status.

For additional information regarding the application process:

Sally Bu	chholz	sallybuchholz99@gmail.com
JCPC Chairperso	on / or Designee	Email
New Applicants are require Area Consultant for informati	ed to attend a JCPC Applicar on	nt Orientations Contact
For information about the pro	ogram application workshop an	d other technical assistance:
Regina Arrowood	, Area Consultant at 828-23	30-3590.
	- 1	(Email copy to:

The deadline for application submission March 1, 2025 at 5 pm

NCALLIES:

barbara@barbarabothe.com) into

Page 1 of 1

T Jin Daniele four	EV 2025 2005
Program(s) Funded	or 2-vear funding and reason(s) for Funding (Check all
Aspire - Kids At Work] 1-year Funding ap
,	Rationale for 2-year Funding approval: Funded in past years I in good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) Tevorable JCPC monitoring In compliance with Consultant Monitoring Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. Provides an essential dispositional option, explain: Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation Would increase funding to this service if funds were available Other Other
Aspire - Vocational Directions	□ 2-year Funding approved for FY and OR ▼ 1-year Funding approved for FY 25/26 Rationale for 2-year Funding approval: □ Funded in past requested) □ Funded in past years □ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) □ Favorable JCPC monitoring □ In compliance with Consultant Monitoring □ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS.
	Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance) Meets funding priority ⊠ Compatible with research ⊠ Cost efficient ⊠ Addresses reductions of complaints, violations of supervision & convictions □ Has evaluation component □ Addresses parental accountability □ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims □ Addresses gang participation Would increase funding to this service if funds were available □ Other Other
Boys and Girls Club	2-year Funding approved for FY and OR 🛛 1-year Funding approved for FY 25/26
	Rationale for 2-year Funding approval: Funded in past years In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) Favorable JCPC monitoring In compliance with Consultant Monitoring In Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. Provides an essential dispositional option, explain: Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation Would increase funding to this service if funds were available Other
Hope Rising	2-year Funding approved for FY and OR 🛮 T-year Funding approved for FY 25/26
	Rationale for 2-year Funding approval: Funded in past years In good standing with county/ICPC and DPS (following PA, timely reports, reporting to JCPC as requested) Favorable JCPC monitoring In compliance with Consultant Monitoring Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. Provides an essential dispositional option, explain: Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)
	Meets funding priority ⊠ Compatible with research ⊠ Cost efficient ⊠ Addresses reductions of complaints, violations of supervision & convictions ⊠ Has evaluation component □ Addresses parental accountability □ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims □ Addresses gang participation ☒ Would increase funding to this service if funds were available □ Other

OR 🔀 1-year Funding approved for FY 25/26	Rationale for 2-year Funding approval: Funded in past years In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) Favorable JCPC monitoring In compliance with Consultant Monitoring Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. Provides an essential dispositional option, explain: Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation Would increase funding to this service if funds were available Other Designed to address lower level offenses within the School Justice Partnership framework. Other	OR I 1-year Funding approved for FY	requested) Teverable JCPC monitoring I to compliance with Consultant Monitoring Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. Provides an essential dispositional option, explain: Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation ponent Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation Would increase funding to this service if funds were available Other	OR	Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)	Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation ental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation to this service if funds were available Other	OR I-year Funding approved for FY	Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance)	Meets funding priority	
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Mediation												

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Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/ICPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (number served, and described target population), with minimal exceptions (i.e. less than 10% variance) ☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other

Program Not Funded	Reason for Not Funding (Check all that apply)
	ority need and would fund if resources allowed Does not meet funding prio
	another program tunded of its type Greater cost than program of same type and quanty
	Lack of funding, addresses priority need and would fund if resources allowed 🔲 Does not meet funding priority 📋 Not compatible with research 📋 Lesser quality than
	another program funded of its type Greater cost than program of same type and quality Other
	Lack of funding, addresses priority need and would fund if resources allowed Does not meet funding priority Dot compatible with research Lesser quality than
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	Lack of funding, addresses priority need and would fund if resources allowed Does not meet funding priority Dot compatible with research Lesser quality than
	another program funded of its type 🔲 Greater cost than program of same type and quality 🔲 Other
	Lack of funding, addresses priority need and would fund if resources allowed 🔲 Does not meet funding priority 🦳 Not compatible with research 🗀 Lesser quality than
	another program funded of its type 🔲 Greater cost than program of same type and quality 🔝 Other
	Lack of funding, addresses priority need and would fund if resources allowed Does not meet funding priority Not compatible with research Lesser quality than
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	another program funded of its type 🔲 Greater cost than program of same type and quality 🔲 Other
	Lack of funding, addresses priority need and would fund if resources allowed Does not meet funding priority Not compatible with research Lesser quality than
	another program funded of its type 🔲 Greater cost than program of same type and quality 🔲 Other
	🔲 Lack of funding, addresses priority need and would fund if resources allowed 🦳 Does not meet funding priority 🦳 Not compatible with research 🦳 Lesser quality than
	another program funded of its type Greater cost than program of same type and quality Other

Juvenile Crime Prevention Council County Plan

Certification Documents

- 1. Certification Standards Documentation
 - a. JCPC Program Application/Agreement
 - b. Certification Standards
 - c. Membership and Representation
 - d. Terms of the Agreement
 - e. Budget Narrative
 - f. Budget Narrative Line Item Summary
 - g. Sources of Revenue
- 2. Request for Proposal (RFP)
- 3. Distribution List
- 4. Contract for Administrative Services

JCPC Program - Program Application

	Management and Street	CONTRACTOR OF THE PARTY OF THE	ANALOG AND SECURIOR SECURIOR REPORT OF A SECURIOR SECURIO			A SECTION ASSESSMENT	CONTRACT CONTRACTOR CONTRACTOR	15-11-C - 15-11-V - 2-4-1	ALTER PROBLEM STORY CO. ST. WILLIAM		
SECTION I	A: SPC	NSORING	G AGENCY AND PRO	GRAM IN	IFORMATION						
FUNDING F	NG PERIOD: FY 25-26					PS/JCPC FUNDING # (cont only) 045-XXXX					
C	OUNTY:	Henders	on		-	REA:	Western Area				
Multi-	County:	No			Multi-Compo	nents:	No				
			OGRAM: JCPC Adminis	stration							
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		TYPE:	Public			FE	DERAL ID# 566	300030	7a		
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JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2025-2026

	Membership	
Α.	Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?	Yes
В.	Are members appointed for two-year terms and are those terms staggered?	Yes
C.	Is membership reflective of social-economic and racial diversity of the community?	No
D.	Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by	
	N.C.G.S. §143B-846?	Yes
lf ı	not, which positions are vacant and why?	
	We are also working to address social-economic and racial diversity.	
	Targeted recruitment	
	Advertising for JCPC membership on the county website	
	Organization	Vaa
	Does the JCPC have written Bylaws?	Yes
	Bylaws are	On file
	Bylaws contain Conflict of Interest section per JCPC policy and procedure.	Yes
	Does the JCPC have written policies and procedures for funding and review?	Yes
	These policies and procedures	On file
۲.	Does the JCPC have officers and are they elected annually?	Yes
	Meetings	
۸	JCPC meetings are considered open and public notice of meetings is provided.	Yes
	Is a quorum defined as the majority of membership and required to be present in order to conduct business at	-100
Ь.	JCPC meetings?	Yes
C	Does the JCPC meet six (6) times a year at a minimum?	Yes
	Are minutes taken at all official meetings?	Yes
	Are minutes distributed prior to or during subsequent meetings?	Yes
	The filling distributed prior to or during subsequent meetings.	
	Planning	
Α.	Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of	
	programs and funding allocation process?	Yes
В.	Is this Biennial Plan presented to the Board of County Commissioners and to DPS?	Yes
	Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?	Yes
	Public Awareness	
Α.	Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve	
	children or their families and to other interested community members?	Yes
	☑ RFP, Distribution List, and Advertisement attached	
В.	Does the JCPC complete a biennial needs assessment and make that information available to agencies which	
	serve children or their families, and to interested community members?	Yes
	No Overdue Tax Debt	
Α.	As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as	Vaa
Fo	orm JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Application	Yes

Form structure last revised June 2024 NC Department of Public Safety

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is working to address the social-economic and racial diversity.

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Henderson County - FY 25-26

	Specified Members	Name	Title	Designee	Race	Gende
1)	School Superintendent or designee	Shannon Auten	Director of Student Services	V	White	Female
2)	Chief of Police or designee	Samuel Capps	Sgt	V	White	Male
3)	Local Sheriff or designee	Stephanie Cantwell	School Resource Officer	\square	White	Female
4)	District Attorney or designee	James Capps	District Attorney		White	Male
5)	Chief Court Counselor or designee	Adrienne Becton- Marsh	Chief Court Counselor		Black or African- American	Female
6)	Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Angela Garner	Director of MA, DD, and Substance	Ø	White	Female
7)	Director DSS or designee	Libby Meyers	DSS Director		White	Female
8)	County Manager or designee	Sonya Flynn	County Manager		White	Female
9)	Substance Abuse Professional	Lynette Oliver	Prevention Specialist		White	Female
10)	Member of Faith Community	Kendall Fox	Church Representative	n e buil	Black or African- American	Male
11)	County Commissioner	J. Michael Edney	County Commissioner	arite in mi	White	Male
12)	A Person Under the Age of 21	Ryah McDonald	Student Representative	- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-	White	Female
13)	A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Jonah Jakubielski	Student Representative	-	White	Male
14)	Juvenile Defense Attorney	Jason Hayes	Attorney		White	Male
15)	Chief District Judge or designee	Abe Hudson	District Court Judge	\checkmark	White	Male
16)	Member of Business Community	Angela Johnson	Business Owner		White	Female
17)	Local Health Director or designee	Leighton Hannah	Health Director		White	Female
18)	Rep. United Way/other non-profit	Linda Carter	United Way		White	Female
19)	Representative/Parks and Rec	Melanie Adams	Recreation Program Coordinator		White	Female
20)	County Commissioner appointee	Garrett Gardin	At Large		White	Male
21)	County Commissioner appointee	Jordan Ray	Community, At large		White	Male
22)	County Commissioner appointee	Lauren Riggs	At Large		White	Female
23)	County Commissioner appointee	Michael Absher	At Large		White	Male
24)	County Commissioner appointee	Rachel Poller	At Large		White	Female
25)	County Commissioner appointee	Richard Simpson	Community At Large		White	Male
26)	County Commissioner appointee	Sally Buchholz	At Large, Chair		White	Female

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 \$ for the term of this agreement, unless amended by an approved Program Agreement Revision.
Availability of Funds: 17 18 20 18 18 18 18 18 18 18 18 18 18 18 18 18
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

- 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.

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 (14B NCAC 11B);
- 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;

Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

- 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.

<u>Assignment:</u> 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

<u>Intellectual Property:</u> 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.

<u>Physical Property:</u> 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 Application.

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, *No Overdue Tax Debts*, 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.

<u>Submitting a Program Application</u>: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

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

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 Application.

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

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

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

	JCPC Administration	Fiscal Year	FY 25-26
Item #	Justification	Expense	In Kind Expense
190	Administrative Services to complete County Plan, Certification, Meeting Agendas and Minutes	\$4,200	- =
220	For allocation meeting refreshments, etc.	\$670	
260	Office Supplies for the year: Paper, Ink, Binders, Dividers, etc	\$210	
370	To place RFP in Hendersonville Times News	\$100	
390	Training for JCPC Members	\$220	
	TOTAL	\$5,400	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

Program: JCPC Administration			
Fiscal Year: FY 25-26			Number of Months: 12
	Cash	In Kind	Total
. Personnel Services	\$4,200		\$4,20
120 Salaries & Wages			\$
180 Fringe Benefits			\$
190 Professional Services*	\$4,200		\$4,20
*Contracts MUST be attached			
I. Supplies & Materials	\$880		\$88
210 Household & Cleaning			\$
220 Food & Provisions	\$670		\$67
230 Education & Medical			\$
240 Construction & Repair			\$
250 Vehicle Supplies & Materials			\$
260 Office Supplies and Materials	\$210	3	\$21
280 Heating & Utility Supplies			\$
290 Other Supplies and Materials		1 1 1 1 1	\$
II. Current Obligations & Services	\$320		\$32
310 Travel & Transportation	MK 145 MY		\$
320 Communications			\$
330 Utilities			\$
340 Printing & Binding			\$
350 Repairs & Maintenance			\$
370 Advertising	\$100		\$10
380 Data Processing			\$
390 Other Services	\$220		\$22
V. Fixed Charges & Other Expenses	1 100		\$(
410 Rental or Real Property			\$
430 Equipment Rental	ay that follows		\$
440 Service and Maint. Contracts			\$
450 Insurance & Bonding			\$
490 Other Fixed Charges			\$
/. Capital Outlay			\$ (1.00)
This Section Requires Cash Match]			F 4 19 50
510 Office Furniture & Equipment			\$
530 Educational Equipment			\$
540 Motor Vehicle			\$
550 Other Equipment			\$
580 Buildings, Structure & Improv.			\$(
Total	\$5,400	\$0	\$5,400

FY 25-26	Henderson County		Funding ID: 045-XXX
Sponsoring Agency:	lenderson County		
Program: J	CPC Administration		
\$5,400	DPS/JCPC Funds	* This is the amount of your i	request on your application
0%	Local Match Rate	Is the Local Match Rate	e 10%, 20% or 30%?
	County Cash		(Specify Source)
	Local Cash	54	(Specify Source)
45.5 45.60	Local Cash		(Specify Source)
The opening to	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
1.1	Other		(Specify Source)
	Other		(Specify Source)
\$5,400	TOTAL	\$0	
nust be able to meet the appadult Correction and Juvens We understand and acknowled to the County Board of Commission and Justice.	plicable requirements of the Notice ile Justice. Iledge that the approval process oners, and the final authority we	orth Carolina General Statutes, Adm is first with the Juvenile Crime President the Department of Public Safety	Council. Agencies seeking funding ninistrative Code, and the Division of evention Council, second with the y, Division of Adult Correction and ose funds by the General Assembly of
784			
hair, County Board of	Commissioners or County	Finance Director	5-21-205
hair, Juvenile Crime P	revention Council		Date
Sally Buchholz			5/9/25

Date

Program Manager

Request for Proposals NCDPS JCPC Continuation Funding FY 2025-2026

\$ 266,020

County	Anticipated Annual Allocation	Date Advertised
for Proposals. The JCPC anticipates fur above to fund the programs specified belo- 2025. The use of these funds in this con- required: 30%	Inds from the North Carolina Department of ow. Such programs will serve delinquent and county require a local match in the amount	the county hereby publishes this Request Public Safety (NCDPS) in the amount stated at-risk youth for the state fiscal years of 2024 specified. The match rate for JCPC funds nuum, the following program types will
Restorative Justice/Teen Court	6. Restitution Community Service	11. Structured Day
2. Psychological Assessment	7. Tutoring/Academic Enhancement	12. Runaway Shelter
3 Interpersonal/Experiential Skill	8 Parent/Family Skill Building	13. Mediation

As a result of the Risk Assessment and YASI data in the above-named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

9. Temporary Shelter

10. Group Home

Elevated risk and needs for adjudicated youth that programming should address:

School Behavior /adjustment to school including services to help youth with executive functioning Known Substance Use/Misuse - Alcohol, Illegal Drugs Mental Health
Most Serious prior adjudications
Prior Assault
Prior run away from home
Health Needs
History of Abuse or Neglect
Family Supervision Skills

Henderson

Building

4. Mentoring

5. Vocational Skills

Family Substance abuse
Family Criminality
Sexual Behaviors – Last 12 months
Conflict in the home
Poor Relationship with peers/association with
delinquent peers
Poor Academic Functioning/Truancy
Juvenile Parental Status

January 30, 2025

The web-based program application (NCALLIES) and instructions are available on line at the Department of Public Safety web-site: https://www.ncdps.gov/Index2.cfm?a=000003,002476,002483,002482,002514

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding. Private non-profits are required to upload the following forms into NC ALLIES or your application is considered incomplete: 1) No Over Due Tax form (available at the above link) 2) Notarized DPS Conflict of Interest Statement Template (available at the above link), 3) The non-profit's Conflict of Interest Policy; and 4) Proof of 501(c)(3) status.

For additional information regarding the application process:

Sally	Buchhol	Z
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sallybuchholz99@gmail.com

JCPC Chairperson / or Designee

Email

New Applicants are required to attend a JCPC Applicant Orientations Contact Area Consultant for information..

For information about the program application workshop and other technical assistance:

Regina Arrowood , Area Consultant at 828-230-3590.

(Email copy to:

barbara@barbarabothe.com) into

The deadline for application submission March 1, 2025 at 5 pm

Page 1 of 1

			<u>JC</u>	PC Progran	n - Pro	ogram Appli	ica	<u>tion</u>			
SECTION I	A: SPC	NSORING	G AGENC	Y AND PROG	RAM IN	IFORMATION		K Talendar			
FUNDING PERIOD: FY 25-26				DPS/JCPC FUNDING # (cont only) 045-XXXX							
COUNTY: Henderson				AREA: Western Area							
Multi-	County:	No				Multi-Comp	one	ents: No			
	NAM	E OF PRO	GRAM:	JCPC Administ	tration						a ed la .
SPONS	ORING A	AGENCY:	Henderso	on County							
SPONS	ORING	AGENCY	*								
PHYS	ICAL A	DDRESS:	*		N	NC			00000		
		AGENCY DDRESS:		eli	март Л	IC .			00000		
1	TYPE: Public FEDERAL ID # 5660				00030	000307a					
COMPONENT	COMPONENT ID # NAME OF PROGRAM COMPONENT			PROGRAM T		RAM TYPE	TOTAL COST OF				
5568	JCPC Certification		J	JCPC Certification			\$ 5,4		\$ 5,40		
							Т	otal cost of	components:	\$ 5,40	
rogram Mana	ger Name	& Address	(same	person on signatu	re page)						
Name:	Sally Buck	nholz				Tit	le: J	ICPC Chair			
Mailing	155 Birch	wood Drive									
Address:						Cit	ty: L	aurel Park		Zip: 28739	
Phone:	(770) 680	-7559		Fax:				E-mail:	sallybuchholzs	99@gm	ail.com
ontact Persor	n (if di	fferent from	program ma	nager)							
Name:	Sally Buch	nholz			1141 [4	Titl	le: J	CPC Chair		o La Tari	
Mailing	155 Birch	wood Drive									
Address:					aWd T	City:		City: Laurel Park		Zip: 28739	
Phone:	Phone: (770) 680-7559 Fax: E-m		E-mail:	sallybuchholz	9@gm	ail.com					
rogram Fiscal	Officer	(cannot b	e program n	nanager)							
	Randall C					Titl	e:				
Mailing	2000	Main Street									
	Historic Courthouse Annex					City: Hende		endersonville			
Address:	Historic Co	ourthouse A	nnex			Cit	y: H	lendersonville		Zip:	28792

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2025-2026

	Membership Membership	
A.	Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?	Yes
	Are members appointed for two-year terms and are those terms staggered?	Yes
C.	Is membership reflective of social-economic and racial diversity of the community?	No
D.	Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?	Yes
lf i	not, which positions are vacant and why?	
	We are also working to address social-economic and racial diversity.	
	Targeted recruitment	
	Advertising for JCPC membership on the county website	
	Organization	
Α.	Does the JCPC have written Bylaws?	Yes
В.	Bylaws are	On file
C.	Bylaws contain Conflict of Interest section per JCPC policy and procedure.	Yes
D.	Does the JCPC have written policies and procedures for funding and review?	Yes
E.	These policies and procedures	On file
F.	Does the JCPC have officers and are they elected annually?	Yes
	Meetings	
Α.	JCPC meetings are considered open and public notice of meetings is provided.	Yes
	Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?	Yes
C.	Does the JCPC meet six (6) times a year at a minimum?	Yes
	Are minutes taken at all official meetings?	Yes
	Are minutes distributed prior to or during subsequent meetings?	Yes
	Planning	
Α.	Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of	
.).	programs and funding allocation process?	Yes
В.	Is this Biennial Plan presented to the Board of County Commissioners and to DPS?	Yes
C.	Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?	Yes
	Public Awareness	
A.	Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve	
	children or their families and to other interested community members?	Yes
	☑ RFP, Distribution List, and Advertisement attached	
В.	Does the JCPC complete a biennial needs assessment and make that information available to agencies which	
	serve children or their families, and to interested community members?	Yes
	No Overdue Tax Debt	
A.	As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as	
Fo	rm ICPC/OP 002 (a) Juvenile Crime Prevention Council Certification Application	Yes

Form structure last revised June 2024 NC Department of Public Safety

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is working to address the social-economic and racial diversity.

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Henderson County - FY 25-26

	Specified Members	Name	Title	Designee	Race	Gender	
1)	School Superintendent or designee	Shannon Auten	Director of Student Services	Ø	White	Female	
2)	Chief of Police or designee	Samuel Capps	Sgt	\square	White	Male	
3)	Local Sheriff or designee	Stephanie Cantwell	School Resource Officer	\square	White	Female	
4)	District Attorney or designee	James Capps	District Attorney		White	Male	
5)	Chief Court Counselor or designee	Adrienne Becton- Marsh	Chief Court Counselor		Black or African- American	Female	
6)	Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Angela Garner	Director of MA, DD, and Substance	Ø	White	Female	
7)	Director DSS or designee	Libby Meyers	DSS Director		White	Female	
8)	County Manager or designee	Sonya Flynn	County Manager	\square	White	Female	
9)	Substance Abuse Professional	Lynette Oliver	Prevention Specialist		White	Female	
10)	Member of Faith Community	Kendall Fox	Church Representative		Black or African- American	Male	
11)	County Commissioner	J. Michael Edney	County Commissioner	White		Male	
12)	A Person Under the Age of 21	Ryah McDonald	Student Representative		White	Female	
13)	A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Jonah Jakubielski	Student Representative		White	Male	
14)	Juvenile Defense Attorney	Jason Hayes	Attorney	White		Male	
15)	Chief District Judge or designee	Abe Hudson	District Court Judge		White	Male	
16)	Member of Business Community	Angela Johnson	Business Owner	3	White	Female	
17)	Local Health Director or designee	Leighton Hannah	Health Director		White	Female	
18)	Rep. United Way/other non-profit	Linda Carter	United Way		White	Female	
19)	Representative/Parks and Rec	Melanie Adams	Recreation Program Coordinator	n White		Female	
20)	County Commissioner appointee	Garrett Gardin	At Large		White	Male	
21)	County Commissioner appointee	Jordan Ray	Community, At large		White	Male	
22)	County Commissioner appointee	Lauren Riggs	At Large		White	Female	
23)	County Commissioner appointee	Michael Absher	At Large		White	Male	
24)	County Commissioner appointee	Rachel Poller	At Large		White	Female	
25)	County Commissioner appointee	Richard Simpson	Community At Large		White	Male	
26)	County Commissioner appointee	Sally Buchholz	At Large, Chair		White	Female	

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 \$ 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.

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 (14B NCAC 11B);
- 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).

Refe<mark>rence: 14B NCAC 11B.0202 and DPS JCPC and Communi</mark>ty 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;

Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

- 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.

<u>Assignment:</u> 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.

<u>Beneficiaries:</u> 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

<u>Intellectual Property:</u> 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.

<u>Physical Property:</u> 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 Application.

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, *No Overdue Tax Debts*, 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.

<u>Submitting a Program Application</u>: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

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

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 Application.

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

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

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

JCPC Administration		Fiscal Year	FY 25-26
Item #	Justification	Expense	In Kind Expense
190	Administrative Services to complete County Plan, Certification, Meeting Agendas and Minutes	\$4,200	es la com
220	For allocation meeting refreshments, etc.	\$670	Mary and a real
260	Office Supplies for the year: Paper, Ink, Binders, Dividers, etc	\$210	
370	To place RFP in Hendersonville Times News	\$100	Aller all a
390	Training for JCPC Members	\$220	in in their
	TOTAL	\$5,400	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

Program: JCPC Administration			
Fiscal Year: FY 25-26			Number of Months: 12
	Cash	In Kind	Total
. Personnel Services	\$4,200		\$4,20
120 Salaries & Wages			\$
180 Fringe Benefits	leann and the second		\$
190 Professional Services*	\$4,200		\$4,20
*Contracts MUST be attached			
II. Supplies & Materials	\$880		\$88
210 Household & Cleaning			\$
220 Food & Provisions	\$670		\$67
230 Education & Medical			\$
240 Construction & Repair			\$
250 Vehicle Supplies & Materials			\$
260 Office Supplies and Materials	\$210		\$21
280 Heating & Utility Supplies			\$
290 Other Supplies and Materials			\$
II. Current Obligations & Services	\$320		\$32
310 Travel & Transportation			\$
320 Communications			\$
330 Utilities			\$
340 Printing & Binding			\$
350 Repairs & Maintenance			\$
370 Advertising	\$100		\$10
380 Data Processing			\$
390 Other Services	\$220		\$22
V. Fixed Charges & Other Expenses			\$(
410 Rental or Real Property			\$
430 Equipment Rental			\$
440 Service and Maint. Contracts			\$
450 Insurance & Bonding			\$
490 Other Fixed Charges			\$
/. Capital Outlay			\$(
This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$
530 Educational Equipment			\$
540 Motor Vehicle			\$
550 Other Equipment			\$
580 Buildings, Structure & Improv.			\$
Total	\$5,400	\$0	\$5,400

Y 25-26	Hei	nderson County	Funding ID: 045-XX
Sponsoring Agency:	Henderson County		
Program:	JCPC Administration		
\$5,400	DPS/JCPC Funds	* This is the amount of your red	quest on your application
0%	Local Match Rate	Is the Local Match Rate	10%, 20% or 30%?
	County Cash	ąE	(Specify Source
	Local Cash		(Specify Source
	Local Cash		(Specify Source
	Local In-Kind		(Specify Source
	Other	The second second	(Specify Source
1	Other	range in the party of the	(Specify Source
	Other		(Specify Source
	Other		
	Other		(Specify Source
\$5,400	Other TOTAL	Required Local Match	Match Provid
Te, the undersigned, have bunty in accordance with ust be able to meet the a dult Correction and Juve to understand and acknown bunty Board of Commistivenile Justice.	Other TOTAL Tereviewed this JCPC Program Apen the procedures established by the pplicable requirements of the Normale Justice. We will be that the approval process sioners, and the final authority with the availability of funds is continuation.		Match Providentile Crime Prevention Council of Council. Agencies seeking funding nistrative Code, and the Division of Council, second with the Division of Adult Correction and
Ve, the undersigned, have ounty in accordance with ust be able to meet the a dult Correction and Juve Ve understand and acknoounty Board of Commistivenile Justice. Il parties understand that is State of North Carolin	Other TOTAL Tereviewed this JCPC Program Apen the procedures established by the pplicable requirements of the Normale Justice. We will be that the approval process sioners, and the final authority with the availability of funds is continuation.	Required Local Match oplication to be presented to the Juve e local Juvenile Crime Prevention Crith Carolina General Statutes, Admi is first with the Juvenile Crime Prev th the Department of Public Safety, ngent upon the appropriation of thos	Match Providentile Crime Prevention Council of Council. Agencies seeking funding nistrative Code, and the Division of Council, second with the Division of Adult Correction and

Program Manager

Request for Proposals NCDPS JCPC Continuation Funding FY 2025-2026

Henderson	\$ 266,020	January 30, 2025
County	Anticipated Annual Allocation	Date Advertised
for Proposals. The JCPC anticipates fur above to fund the programs specified belong 2025. The use of these funds in this correquired: 30%.	ands from the North Carolina Department of low. Such programs will serve delinquent and county require a local match in the amount	the county hereby publishes this Request Public Safety (NCDPS) in the amount stated at-risk youth for the state fiscal years of 202 specified. The match rate for JCPC fundament, the following program types will
Restorative Justice/Teen Court	6. Restitution Community Service	11. Structured Day
2. Psychological Assessment	7. Tutoring/Academic Enhancement	12. Runaway Shelter
Interpersonal/Experiential Skill Building	8. Parent/Family Skill Building	13. Mediation
4. Mentoring	9. Temporary Shelter	

As a result of the Risk Assessment and YASI data in the above-named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

Elevated risk and needs for adjudicated youth that programming should address:

10. Group Home

School Behavior /adjustment to school including services to help youth with executive functioning Known Substance Use/Misuse - Alcohol, Illegal Drugs Mental Health Most Serious prior adjudications Prior Assault Prior run away from home Health Needs History of Abuse or Neglect Family Supervision Skills

5. Vocational Skills

Family Substance abuse
Family Criminality
Sexual Behaviors – Last 12 months
Conflict in the home
Poor Relationship with peers/association with
delinquent peers
Poor Academic Functioning/Truancy
Juvenile Parental Status

The web-based program application (NCALLIES) and instructions are available on line at the Department of Public Safety web-site: https://www.ncdps.gov/Index2.cfm?a=000003,002476,002483,002482,002514

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding. Private non-profits are required to upload the following forms into NC ALLIES or your application is considered incomplete: 1) No Over Due Tax form (available at the above link) 2) Notarized DPS Conflict of Interest Statement Template (available at the above link), 3) The <u>non-profit's</u> Conflict of Interest Policy; and 4) Proof of 501(c)(3) status.

For additional information regarding the application process:

Sally Buchholz		
ICPC Chairparean / or Dasignoo		
JCPC Chairperson / or Designee		

sallybuchholz99@gmail.com

Email

New Applicants are required to attend a JCPC Applicant Orientations	Contact
Area Consultant for information	

For information about the program application workshop and other technical assistance:

Regina Arrowood

, Area Consultant at 828-230-3590.

The deadline for application submission $\,\underline{\text{March 1, 2025 at 5 pm}}\,$ NCALLIES:

(Email copy to: <u>barbara@barbarabothe.com</u>) into

Page 1 of 1

Henderson County JCPC Distribution List 24/25

RFP emailed to all JCPC Members 1/23/25

RFP emailed to JCPC Programs 1/23/25

RFP sent to Henderson County to post on the website and in the County Administrative Building

RFP sent to the Henderson County Sunshine list by the Clerk to the Commissioners

RFP published in The Hendersonville Lightening on 1/29/2025

Contract for Professional Services

This Contract for Professional Services is entered into by and between Henderson County, North Carolina, Juvenile Crime Prevention Council, (hereinafter referred to as the Agency), and Barbara Bothe, (hereinafter referred to as the Contractor).

The Agency and the Contractor do mutually agree as follows:

- 1. Term of Agreement. This agreement shall become effective July 1, 2024 and shall terminate June 30, 2025. This contract may be terminated by either party by providing thirty days written notice to the other party, with a copy of the notice submitted to the JCPC Chairperson, and the DPS Area Consultant.
- 2. Payment to Contractor. Agency and Contractor agrees upon these rates as reimbursed fees: the services will be delivered at the rate of \$1,050 per quarter not to exceed \$4,200 for the term of this contract. The contractor must submit an itemized invoice to the Chairperson.
- 3. Funding. All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.
- 4. Taxes. The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.
- 5. DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy. The Contractor shall adhere to all DPS JCPC standards, policies, and procedures related to the provision of the program's service type.
- 6. Responsibilities of Contractor. The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.
 - A. Distribute agenda and communicate all meeting information to Council Members.
 - B. Take notes and attendance at monthly meetings as necessary.
 - C. Prepare minutes, compile monthly program reports, and any additional documentation as needed for meetings including but not limited to YASI, PEP, and Program Monitoring Reports.
 - D. Annually prepare the Certification and County Plan.
 - E. Attend all regular JCPC meetings and the annual Allocations meeting.
 - F. When needed, a suitable stand-in may attend meetings to assist the Administrator in his/her duties with Advanced notice to the JCPC Chairperson

Program Manager or Authorized Agent Name and Title:	Sally Buchholz Sally Buckhel
	Juvenile Crime Prevention Council
Mailing Address:	Henderson County, NC
Signature:	Date:
Contractor Name:	Barbara Bothe
Mailing Address:	Etowah, NC
Signature:	Ballon f. a Date: 5/7/2