



# North Carolina Department of Public Safety

## Juvenile Justice and Delinquency Prevention

### JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
<b>FUNDING PERIOD:</b>	FY 22-23	<b>DPS/JCPC FUNDING # (cont only)</b>	543-XXXX
<b>COUNTY:</b>	Harnett	<b>AREA:</b>	Central Area
<b>Multi-County:</b>	No	<b>Multi-Components:</b>	No
<b>NAME OF PROGRAM:</b>	4-H Teen Court and At-Risk Youth Development		

<b>SPONSORING AGENCY:</b>	Harnett County Government		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	200 Alexander Drive Lillington NC 27546		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	PO Box 940 Lillington NC 27546		
<b>TYPE:</b>	Public	<b>FEDERAL ID #</b>	56-6000306

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
35272	4-H Teen Court and At-Risk Youth Development	Teen Court	\$ 64,692
<b>Total cost of components:</b>			\$ 64,692

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

<b>Name:</b>	Jackie Helton	<b>Title:</b>	County Extension 4-H Agent	
<b>Mailing Address:</b>	126 Alexander Drive Suite 300	<b>City:</b>	Lillington	<b>Zip:</b> 27546
<b>Phone:</b>	(910) 814-6027	<b>Fax:</b>	(910) 893-7539	<b>E-mail:</b> jhelton@harnett.org

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

<b>Name:</b>	Alia Langdon	<b>Title:</b>	Program Coordinator	
<b>Mailing Address:</b>	126 Alexander Drive Suite 300	<b>City:</b>	Lillington	<b>Zip:</b> 27546
<b>Phone:</b>	(910) 814-6022	<b>Fax:</b>	(910) 893-7539	<b>E-mail:</b> alangdon@harnett.org

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

<b>Name:</b>	Kimberly Honeycutt	<b>Title:</b>	County Finance Officer	
<b>Mailing Address:</b>	PO Box 760	<b>City:</b>	Lillington	<b>Zip:</b> 27546
<b>Phone:</b>	(910) 893-7557	<b>Fax:</b>	(910) 893-3445	<b>E-mail:</b> khoneycutt@harnett.org

<b>SECTION I B: PROGRAM COMPONENT DESCRIPTION</b>	
<b>COMPONENT ID #</b>	<b>COMPONENT INFORMATION</b>
35272	<b>NAME OF COMPONENT:</b> 4-H Teen Court and At-Risk Youth Development <b>BRIEF DESCRIPTION:</b> The Harnett County 4-H Teen Court program provides a community-based alternative for diversion of 8-18 year olds who have allegedly committed delinquent offenses. Juveniles are processed through a restorative justice Teen Court model with sanctions determined by a jury of their peers. Sanctions may include counseling, restitution, community service and serving on a peer jury.

<b>SECTION II: COMPONENT STATISTICAL INFORMATION</b>				
Multi-Components No				
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>		
<b>Component Name:</b> 4-H Teen Court and At-Risk Youth Development			<b>Component ID #</b> 35272	
<b>What is this component's maximum client capacity at any given time?</b>			20	
Frequency of client contact per month:	4	Anticipated Average Length of Stay:	120	Days
Total Component Cost:	\$64,692	÷ by	Estimated # to be served during funding period:	30
<b>Estimated Average Cost Per Youth:</b>		\$2,156		
Applies to continuation programs only.	Actual number of youth admitted FY 20-21:		2	
	1	Number of admissions Juvenile Justice Referred	50% of total admissions	
	1	Number of admissions Law Enforcement Referred	50% of total admissions	
	0	Number of admissions District Court Referred	0% of total admissions	
	Actual number served FY 20-21:		4	

**SECTION III: COMPONENT SUMMARY****NAME OF COMPONENT:** 4-H Teen Court and At-Risk Youth Development**1. Statement of the Problem:** *In concise terminology, describe how the program will address continuum need(s) in the county.*

Based on current JCPC Risk and Needs Assessment data, Harnett County youth are at the following levels for school based offenses and complaints received. Non Court Involved/ Court Involved R1-23.5/ 1.7%, R2-35.3/ 6.7%, R3-36.3/ 48.3%, R4-4.9/ 33.3%, R5-0/ 10%. County data is consistent with State data which reflects that the majority of youth for the two year period, average 86.5%, are age 12 or older when their first delinquent offense was reported in an alleged complaint.

To combat this problem, the 4-H Teen Court and At-Risk Youth Development Program will provide youth with opportunities to not only be held accountable for their actions, but to continue association with pro-social peers while completing and also upon completion of mandated sanctions via year round 4-H life skill development opportunities.

4-H Teen Court provides an alternative sentencing method for misdemeanor offenders and imposes sanctions that not only allow youth to be accountable for their actions, but also engages them in purposeful life skill building programming that will result in positive behavior change and increased interaction with pro-social peers within the traditional 4-H program. This will potentially reduce the case load of the traditional court system and allow for more prompt reinforcement for the youth involved. All 4-H program components are open to Teen Court youth during and after completion of required sanctions. Continued participation will be encouraged after sanctions have been completed.

In addition to increasing opportunities for interaction with pro-social peers, program involvement allows youth to form trusting relationships with positive adults in the form of both paid and volunteer staff. 4-H program involvement allows families to build a network of adults and positive teens to encourage and uplift youth.

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

Youth, ages 8-18 years old whose referring behavior constitutes a violation of the law or misdemeanor and are deemed appropriate referrals for a Teen Court program.

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

Goal 1: To provide an alternative sentencing method for misdemeanor youth offenders ages 6-17 in order to reduce the case load of the traditional juvenile justice system.

Goal 2: To provide real world accountability for youth offenders using educational methods that result in positive behavior change reflected by increased civic/community engagement.

Goal 3: To provide real world accountability for youth offenders using educational methods that result in positive behavior change reflected by an increased knowledge of career skills.

Goal 4: To assist youth and families in developing a network of positive adults and teens to create increased opportunities for prosocial interactions.

**4. Measurable Objective(s):** *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior,*

**SECTION III: COMPONENT SUMMARY**

<b>NAME OF COMPONENT:</b>	4-H Teen Court and At-Risk Youth Development
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*disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

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

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

75% Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation.

95% Clients will have no new complaints with an offense date after the admission date.

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

The 4-H Teen Court and At-risk Youth Development Program will provide programming that will address the need for a Teen Court program as identified by the latest Juvenile Crime Prevention Council needs assessment.

Assessment data reflects that Harnett County youth are at low risk of reoffending. Teen Court will target youth that commit first-time misdemeanor offenses ages 8-18. Life skill development sanctions will be mandated that hold the youth accountable for their actions and that promote increased knowledge and awareness of community enhancement and civic engagement. Youth will be empowered by involvement in real world projects to raise feelings of self-worth and competence.

Sanctions will include but are not limited to:

NC 4-H Hungry to Help: NC is 2nd in childhood food insecurity only behind Louisiana. Youth will engage in gardening and food collection programs to assist in reducing childhood food insecurity. Projects will include sweet potato gleaning, and food drives. Partners include NC 4-H, the Central Food Bank of NC, the NC Cooperative Extension, Harnett County Schools and the Harnett County Food Pantry.

4-H Life Skill Development Programming: 4-H Teen Leadership/Presentation Program (Public Speaking Skills), 4-H Livestock Judging (Critical Thinking, Organizational and Problem Solving Skills), 4-H Shooting Sports Program (Safety, Self-Discipline and Value of Environmental and Natural Resources)

Current assessment data also indicates that Harnett County youth are more likely to associate with undisciplined or delinquent youth. While participating in Teen Court sanctions, youth will interact with traditional 4-H program youth creating opportunities for increased association with pro-social peers and adult volunteers and staff. Upon completion of sanctions, youth will be encouraged to continue 4-H participation to maintain opportunities for pro-social interaction.

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** 4-H Teen Court and At-Risk Youth Development**1. Location:** *List physical address(es) and describe where program services are delivered.*

## Program Staff

Harnett County Agriculture Center  
 126 Alexander Drive, Suite 300  
 Lillington, NC 27546

## Teen Court Proceedings

Harnett County Courthouse  
 301 W. Cornelius Harnett Blvd.  
 Lillington, NC 27546

## Harnett County Agriculture Center

126 Alexander Drive, Suite 300  
 Lillington, NC 27546

The program will be housed within the NC Cooperative Extension, Harnett County Center office via the 4-H Youth Development program. Program staff will be located in Suite 300 of the Agriculture Center. Conference room facilities will be available for parent/guardian meetings and the Training room will be utilized for Leadership Training and sanctions. Teen Court proceedings will take place at the Harnett County Court House or at the Harnett County Agriculture Center as needed due to extenuating circumstances.

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

Teen Court sessions will be held twice monthly on a regularly scheduled basis during the evening hours. Schedule will be subject to inclement weather closings and will be on schedule with Harnett County Schools. Schedule is also subject to change when Teen Court Staff is at a training.

Example: 1st and 3rd Tuesday night of each month at 6:00 pm

Referred youth will be accepted year round.

Once accepted, the 4-H Teen Court Coordinator will communicate with parents and youth until program termination to ensure understanding of Teen Court proceedings and sanction expectations. Communication may be via Teen Court sessions, involvement in sanctions, email with a response, phone calls or face to face meetings.

Opportunities for sanction completion will be offered on a minimum of bi-weekly basis. Sanctions will be conducted year round with schedules being set by the 4-H Teen Court Coordinator. Sanctions with specific deadlines mandated by the NC 4-H program will be planned accordingly with County level programming provided to support youth success such as presentation practice sessions. Outdoor/gardening activities will be conducted as weather is appropriate. Indoor oriented sanctions will be conducted year round.

Youth will be enrolled for a maximum of 120 days. Extended involvement will be agreed upon as deemed necessary by the referring parties and parents. Involvement beyond 120 days will be outlined in a written agreement such as the 4-H Enrollment Form or Teen Court Parent Agreement.

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** 4-H Teen Court and At-Risk Youth Development

The work schedule of the 4-H Teen Court and At-risk Youth Development Program Coordinator will consist of 40 work hours each week. The primary work schedule will be 8:00-5:00 with adjustments being made to allow for Teen Court sessions, training or sanctions that are required to occur after hours or on weekends in order not to exceed 40 hours per week.

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

1 F/T 4-H Teen Court Program Manager (4-H Program Assistant)

**Qualifications:** Must possess a minimum of a Bachelors degree in a Human Services or a related field or a four year degree in any other field with at least 2 years experience as a direct service professional in a juvenile serving agency. **Responsibilities:** Include case oversight and supervision of all Teen Court proceedings including court sessions and sanctions organized by 4-H. entering client access data in NC Allies in a timely manner will be a focus of this position, to be completed within 10 business days from intake of each client. The position is also responsible for evaluation of sanctions conducted by partnering agencies/organizations. In addition, the position will recruit, supervise and train all professional and community based program volunteers. The position will network with all partnering agencies needed to conduct Teen Court and to accept referrals. Partnerships will be fostered to ensure sustainability of program efforts. The position will be the main point of contact for the Teen Court program and maintain expected levels of partner and parent/youth communication. Responsibilities also include development of evaluation tools used to evaluate program success in addition to completing required funding and program impact reports.

Teen Court Professional Volunteers (Attorneys, Judges and District Attorneys)

**Qualifications:** Professional career in the specific volunteer role with Teen Court.

**Responsibilities:** Adult Volunteers will be utilized to serve as career coaches for teens involved in Teen Court proceedings to include defense and prosecuting attorneys, clerk, bailiff and jury members.

Adult Volunteers

**Qualifications:** Must complete the NC 4-H Volunteer Screening application process that includes a background check.

**Responsibilities:** Ensure efficient proceeding of Teen Court cases. Community volunteers will assist with implementation of sanctions.

Teen Volunteers

**Qualifications:** An interest in working with Teen Court and successfully completed the training for the role taken with the program.

**Responsibilities:** Youth volunteers ages 13-17 will be recruited to serve as attorneys, jurors, the bailiff and clerk during all Teen Court proceedings. Teen volunteers will also be recruited to assist with sanction planning and implementation.

**NOTE:** All volunteers, both adult and youth, are required to attend Teen Court trainings that address the needs of their assigned responsibility.

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

This program is a STRUCTURE ONLY.

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** 4-H Teen Court and At-Risk Youth Development

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

4-H Teen Court referrals will be accepted from Law Enforcement Officials and Juvenile Justice. Duly note that JJ referrals when received are prioritized and place ahead of other referral throughout the process, intake and hearing schedules.

Referral Process: Email notification that there is a referral coming. Upon receiving a written referral by fax or in person, the Teen Court Coordinator will assess the suitability of referred youth. Within 15 business days of receiving the referral, the Coordinator will make contact with the accepted referred youth's parent/guardian.

Screening Process: Questionable referrals will be reviewed by the Program Director and a determination will be made concerning acceptance. All other referrals will be approved by the Coordinator.

Admission Process: Once a referral is received and accepted, the Teen Court Coordinator will contact the family to schedule an intake appointment followed by contact with the referring agency within 14 business days orally or in writing to provide the results of admission. A participation agreement will be signed by the youth and parent/guardian during the intake appointment. Juveniles must be admitted into the program within 30 days of receiving the referral. Client tracking data will be entered within 7 days of the admission decision.

Reasons why a referral may not be accepted: If a youth has reached their 18 birthday and is not under the jurisdiction of Juvenile Justice, and/or is charged with any of the following: Teen Court coordinator feels that the level of service needed is beyond the program's capacity. Driving while impaired, Class A1 misdemeanors, An assault in which a weapon was used, or a controlled substance offense under Article 5 of Chapter 90 of the NC General Statues, excluding simple possession of a schedule VI drug or alcohol offense and Sexual offenses.

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

The Teen Court Program Manager makes terminations decisions.

Termination Process: A written termination form will be completed which will include sanctions (activities) completed, results, recommendations, last date of program contact and reason for termination. Upon termination, copies of the termination form must be provided to the referring agency and the parent/guardian of the youth involved within 7 business days. Data will be entered into client tracking within 7 days of the termination decision.

Successful Completion: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals.

Satisfactory Completion: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all program activities and did not meet all behavior goals.(Must obtain approval from Program Director and notify referring agency)

Unsuccessful Completion: Failure to meet specific goals and requirements or make sufficient progress in the program. (Must obtain approval from Program Director and notify referring agency),



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

<b>NAME OF COMPONENT:</b>	4-H Teen Court and At-Risk Youth Development
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Non-Compliance: Unexcused absences or refusing to participate in treatment activities. Must obtain approval from Program Director and notify referring agency.

*How is the referring agency involved with the termination process?*

The referring agency will be notified through written, oral, or email correspondence prior to termination in order to provide an opportunity to communicate with Teen Court program staff pertaining to expected youth progress. Feedback will be reflected on the termination form and filed for each juvenile.

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

The Teen Court Coordinator will communicate at least monthly with Court Counselors and other referring agencies in reference to client progress. Communication will take place via face to face meetings, phone, email or in writing. Client progress forms will be used to document monthly progress and filed.

The Teen Court Coordinator will also provide the program report at monthly JCPC meetings.

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

The 4-H Teen Court and At-risk Youth Development Program will engage youth in purposeful life skill enriching activities that will create opportunities for real world learning, youth empowerment and building of community capacity. As a result, youth will develop mastery of skills and gain an increased sense of self-worth. In addition, youth will increase time spent with pro-social peers and adults building a sense of acceptance.

Research shows that if youth needs go unmet or are met in negative ways youth will:  
 seek to belong through promiscuous behaviors,  
 attempt to feel mastery by cheating or practicing other delinquent skills,  
 try to establish independence by acting as a bully or by displaying defiant behavior,  
 or feel unable to establish their own positive self identity.

The 4-H Teen Court and At-risk Youth Development Program will strive to involve youth in meaningful experiences that meet the needs of positive youth development in order to encourage youth who:  
 experience belonging, and develop a trusting and friendly demeanor,  
 seek productive opportunities to experience mastery of a skill and become problem solvers displaying self-motivation,  
 and that when presented with opportunities to become independent, display self-confidence and self-discipline as youth leaders showing care and generosity to others.

Parents/guardians will be involved in the Teen Court process by intake meetings, Teen Court proceedings, and weekly communication with program staff during Teen Court program involvement including sanctions. Parent surveys will be conducted during the termination process to gauge parental observations pertaining to youth progress and program impact. Parents will be encouraged to contact program staff with any concerns or celebrations regarding youth progress.

**SECTION IV: COMPONENT NARRATIVE (attach for each component)****NAME OF COMPONENT:** 4-H Teen Court and At-Risk Youth Development**9. Best Practice Model:** *Describe what model or evidence-supported/best practice the program is based upon.*

Teen Court is based on North Carolina's comprehensive strategy for juvenile delinquency and research based best practice of graduated sanctions and is an alternative sentencing method for first-time misdemeanor youth offenders, therefore minimizing the case load of traditional juvenile court.

Teen Court utilizes a matrix to organize sanctions according to risk level and severity of the offense. Sanctions imposed take into consideration the characteristics of the client in addition to the intended outcome of the sanction being imposed. Dosage or amount of time engaged in the identified sanction is directly related to the characteristics of the juvenile client and the desired behavior change to be displayed. Supplementary or opportunities for follow up are also taken into consideration when imposing Teen Court sanctions. These are all identified as characteristics of effective programs and are identified in the Teen Court standard operating procedures.

**SECTION V: TERMS OF AGREEMENT**

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

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

**Term of Agreement**

This Agreement shall become effective **Jul 1, 2022** and shall terminate **Jun 30, 2023**.

**Payment to Sponsoring Agency**

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$35000 for the term of this agreement, unless amended by an approved Program Agreement Revision.

**Availability of Funds:**

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

**Responsibilities of the Parties****DPS shall:**

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor the Sponsoring Agency's funded program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by

the established due dates.

**The Sponsoring Agency shall:**

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

#### **Sponsoring Agency and Use of Contractor(s)/Subcontractors**

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

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

#### **The JCPC shall:**

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program

Agreement or most recently approved JCPC Program Agreement Revision;

2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C.G.S. §§ 143B-845 to 851;

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*.

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

**The County shall:**

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

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

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

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

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

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

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

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Choice of Law:** The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and

enforcement shall be determined.

**Assignment:** No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

#### Property Rights

**Intellectual Property:** All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

**Physical Property:** The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.  
*Reference: 14B NCAC 11B.0110.*

#### Disbursements and Internal Controls

##### Reversion of Unexpended Funds

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

#### Accountability for Funds

**Audit Requirement - Local Government or Public Authority Requirements**

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

**Audit Requirement – Non-Governmental Entities**

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

**Oversight****Access to Persons and Records**

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

**Record Retention**

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.**

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

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

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of



that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

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

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

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

**Termination for Cause:** If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

**Termination without Cause:** DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

**Waiver of Default:** Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without

limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

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

**END OF SECTION V – Terms of Agreement**

<b>SECTION VI: BUDGET NARRATIVE</b>			
<b>4-H Teen Court and At-Risk Youth Development</b>		<b>Fiscal Year</b>	<b>FY 22-23</b>
<b>Item #</b>	<b>Justification</b>	<b>Expense</b>	<b>In Kind Expense</b>
120	Full-Time Teen Court Program Manager \$2672.58/mo x 12= \$32,071 & Longevity~ 323	\$32,394	
120	4-H Agent supervision 2 hr/wk @ 17.00/hr for 52 weeks and Extension Secretary for clerical support 1 hr/wk @ 12.00/hr for 52 weeks		\$2,392
180	County benefits package includes the following: State Ret 3883., 401K 100, FICA 2126, Med. Ins 10872, Dental 384, Life Ins. 36, EE Clinic 180, Unemployment 40, OPEB 120, Workers Comp 1071	\$19,354	
260	Office Supplies - 4 trainings @ \$225 per training on supplies. Such as: note pads, pencils, pens, notebooks, easels, and other training tools.	\$900	
310	Mileage 1075.20 x 0.625 = 672, Lodging 6 nights @88.00= 528, and Travel to trainings for TC staff including both volunteers and program clientele. Lodging for TC staff and participants.	\$1,200	
320	Cell phone for program coordinator. 50/mo = 600/yr	\$600	
340	5000 copies @ .10 each for communication and program promotion		\$500
390	NCTCA Dues 75, training for youth 48 youth @ \$50 a training = 2425. At state, district, and county level workshops for content specific topics like, leadership, citizenship, teamwork and other beneficial trainings that we can provide for our youth.	\$2,500	
410	Office Space (includes phone) \$400/mo		\$4,800
450	American Income Life Insurance - 4-H Plan Supplemental Medical Coverage - \$1.00/youth for 100 youth and adult volunteers - covers entire year.	\$52	
<b>TOTAL</b>		<b>\$57,000</b>	<b>\$7,692</b>

<b>Job Title</b>	<b>Annual Expense Wages</b>	<b>Annual In Kind Wages</b>
4-H Teen Court Program Manager (4-H Program Assistant) - Responsibilities include implementation of teen court program, management/recruitment of teen court partners, volunteers and communication with youth and families.	\$32,394	
4-H Agent and Extension Secretary for direct supervision and clerical support		\$2,392
<b>TOTAL</b>	<b>\$32,394</b>	<b>\$2,392</b>

<b>SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY</b>			
<b>Program:</b>	4-H Teen Court and At-Risk Youth Development		
<b>Fiscal Year:</b>	FY 22-23	<b>Number of Months:</b>	12
	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$51,748</b>	<b>\$2,392</b>	<b>\$54,140</b>
120 Salaries & Wages	\$32,394	\$2,392	\$34,786
180 Fringe Benefits	\$19,354		\$19,354
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$900</b>		<b>\$900</b>
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$900		\$900
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$4,300</b>	<b>\$500</b>	<b>\$4,800</b>
310 Travel & Transportation	\$1,200		\$1,200
320 Communications	\$600		\$600
330 Utilities			\$0
340 Printing & Binding		\$500	\$500
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$2,500		\$2,500
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$52</b>	<b>\$4,800</b>	<b>\$4,852</b>
410 Rental or Real Property		\$4,800	\$4,800
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$52		\$52
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$57,000</b>	<b>\$7,692</b>	<b>\$64,692</b>

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
<b>FY 22-23</b>	<b>Harnett County</b>
<b>Sponsoring Agency:</b> Harnett County Government	<b>Funding ID: 543-XXXX</b>
<b>Program:</b> 4-H Teen Court and At-Risk Youth Development	

\$35,000	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application
10%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?
\$22,000	<b>County Cash</b>	Harnett County Government <span style="float: right;"><i>(Specify Source)</i></span>
	<b>Local Cash</b>	<span style="float: right;"><i>(Specify Source)</i></span>
	<b>Local Cash</b>	<span style="float: right;"><i>(Specify Source)</i></span>
\$7,692	<b>Local In-Kind</b>	Harnett County Government <span style="float: right;"><i>(Specify Source)</i></span>
	<b>Other</b>	<span style="float: right;"><i>(Specify Source)</i></span>
	<b>Other</b>	<span style="float: right;"><i>(Specify Source)</i></span>
	<b>Other</b>	<span style="float: right;"><i>(Specify Source)</i></span>
	<b>Other</b>	<span style="float: right;"><i>(Specify Source)</i></span>
\$64,692	<b>TOTAL</b>	\$3,500 <span style="float: right;">\$29,692</span>
		Required Local Match <span style="float: right;">Match Provided</span>

DocuSigned by:  
*Cindy Porterfield*  
798FE7A4BD9F419... 10/24/2022

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

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

DocuSigned by:  
*Kimberly Honeycutt*  
E0BBE63691B24AF... 10/24/2022

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

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

DocuSigned by:  
*Kimberly Whitted*  
917E6E4B344B49A... 10/24/2022

---

**Chair, Juvenile Crime Prevention Council** **Date**

DocuSigned by:  
*Jackie Helton*  
7C19341177EB4C9... 10/24/2022

---

**Program Manager** **Date**

**Certificate Of Completion**

Envelope Id: 77E22661BFA143519EEC8956FA3CB9F9	Status: Completed
Subject: DPS eSignature Request for Harnett 543-11764 4-H Teen Court and At-Risk Youth Development	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	DPS-DJJ Community Programs
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3040 Hammond Business Pl
	Raleigh, NC 27603
	djjdp.applicationsupport@ncdps.gov
	IP Address: 207.4.107.7


**Record Tracking**

Status: Original	Holder: DPS-DJJ Community Programs	Location: DocuSign
10/20/2022 10:53:57 AM	djjdp.applicationsupport@ncdps.gov	

**Signer Events**

Jackie Helton  
 jhelton@harnett.org  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 7C19341177EB4C9...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.86.10.234

**Timestamp**

Sent: 10/20/2022 10:53:58 AM  
 Viewed: 10/24/2022 8:15:36 AM  
 Signed: 10/24/2022 8:15:48 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/24/2022 8:15:36 AM  
 ID: 207a2473-3cfd-477e-a646-fc1c8124c473

Kimberly Whitted  
 kwhitted@campbell.edu  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 917E6E4B344B49A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.233.144.11  
 Signed using mobile

Sent: 10/24/2022 8:15:49 AM  
 Viewed: 10/24/2022 8:26:52 AM  
 Signed: 10/24/2022 8:28:03 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/24/2022 8:26:52 AM  
 ID: a607969c-6286-4d1b-ad60-358643d7dbb7


Kimberly Honeycutt  
 khoneycutt@harnett.org  
 Finance Officer  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 E0BBE63691B24AF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.86.10.234

Sent: 10/24/2022 8:28:05 AM  
 Viewed: 10/24/2022 1:52:32 PM  
 Signed: 10/24/2022 1:53:26 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/24/2022 1:52:32 PM  
 ID: 4a1b8b9d-7035-426e-bd14-8d5ef965c137

Cindy Porterfield  
 cindy.porterfield@ncdps.gov  
 Director of Juvenile Community Programs  
 NC Dept of Public Safety  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 798FE7A4BD9F419...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 199.90.60.4

Sent: 10/24/2022 1:53:28 PM  
 Viewed: 10/24/2022 2:52:20 PM  
 Signed: 10/24/2022 2:52:24 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/20/2022 10:53:58 AM
Certified Delivered	Security Checked	10/24/2022 2:52:20 PM
Signing Complete	Security Checked	10/24/2022 2:52:24 PM
Completed	Security Checked	10/24/2022 2:52:24 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **CONSUMER DISCLOSURE**

From time to time, NC Dept of Public Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



electronically from us.

**How to contact NC Dept of Public Safety:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.pozun@ncdps.gov

**To advise NC Dept of Public Safety of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.pozun@ncdps.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from NC Dept of Public Safety**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with NC Dept of Public Safety**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify NC Dept of Public Safety as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by NC Dept of Public Safety during the course of my relationship with you.