



**NORTH CAROLINA
DEPARTMENT OF CORRECTION
DIVISION OF COMMUNITY CORRECTIONS**
2020 Yonkers Road, Mail Service Center 4250
Raleigh, North Carolina 27699-4250
Phone: (919) 716-3100 Fax: (919) 716-3996



Alvin W. Keller, Jr.
Secretary

Beverly Eaves Perdue,
Governor

Timothy D. Moose
Director

August 22, 2011

Mr. Marty Stamey
Haywood County Manager
215 North Main Street
Waynesville, North Carolina 28786

Dear Mr. Stamey:

In a letter dated August 1, 2011 you were informed that your county application for a Criminal Justice Partnership grant for Fiscal Year 2011-2012 had been approved with an award amount of **\$71,449**. This letter also advised of changes to the Criminal Justice Partnership as a result of the Justice Reinvestment Act.

Enclosed you will find the award contract for this fiscal year and "Designated Authority for Reimbursement Requests" forms, which must be completed and returned by **September 12, 2011**. Please review these documents and inform all relevant parties of their responsibilities, including the county's fiscal staff. It is necessary that the COUNTY'S AUTHORIZING OFFICIAL SIGN AND RETURN all documents to Larry Williamson (4250 MSC, Raleigh, NC 27699-4250) as soon as possible. All documents and forms must be completed and on file in the Division of Community Corrections CJPP office in Raleigh before reimbursements to the local county programs can begin.

Thank you for your continuing support in this effort.

Respectfully,

Timothy D. Moose
Director

Enclosures

cc: Ms. Anita Pruett, Program Director, Haywood County CJPP Program
Mr. Bill Hollingsed, Haywood County CJPP Board Chair
Ms. Debra DeBruhl, Division Admin. Div. IV
Ms. Nancy Pritchard, Division IV CJPP Coordinator
File

Haywood Implementation Grant
 July 1, 2011 through June 30, 2012

County	X
Contracted	

Approved Budget

Personnel			34,921
Salaries	Program Director 62% state; 38% county	24,552	
Wage Taxes	FICA	1,926	
Fringe Benefits	Workers Compensation	663	
	Retirement	1,765	
	Health Insurance	5,357	
	Life Insurance	32	
	Longevity	626	
Travel			400
	Travel to state and district training, service providers, probation meetings, office errands, etc.	400	
Contractual			29,208
	Outpatient substance abuse treatment and individual counseling for sentenced offenders enrolled in CJPP	29,208	
Operating			6,920
Rent			
Telephone	AT&T	1,700	
Postage			
Office Supplies	Misc. Office supplies	1,000	
Maintenance			
Other	Xerox maintenance contract for copier	220	
Other	Various expenses to cover development and maintenance of Cognitive Life Skills Class, including but not limited to class curriculum, books, videos, white board, projector, incentive gifts, graduation supplies and gifts, refreshments, etc.	4,000	
Equipment			0
Construction			0
Unallocated			0
TOTAL			71,449

This is the grant award budget as approved by CJPP. Please note the following excerpts from the Standard Grant Award Contract and Conditions regarding budget amendments. For further reference, see Section IV. E. of the Standard Grant Award and Conditions.

- * Equipment not included in the approved budget may not be purchased without prior approval of CJPP.
- * Budget amendments must be requested in writing using the CJPP Budget Amendment form.
- * Written approval is required for any change in the scope of a CJPP-funded project. These changes include but are not limited to modifications in staffing patterns, project components, contractual agreements memoranda of understanding.
- * In changing the approved budget in the course of a grant year, the Grantee may not transfer a cumulative total of more than \$10,000 or 10% of the total grant award amount, whichever is less, without prior approval of the CJPP. This applies to transfers between, among or within the major budget categories.
- * *All signed contracts must be received in CJPP Raleigh office before reimbursements are issued.*
- * **Note: Counties are required to request CJPP reimbursements by the 15th of each month for the previous month's expenditures.**

STANDARD GRANT AWARD CONTRACT AND CONDITIONS
(Implementation and Discretionary Funds)
North Carolina Department of Correction
Division of Community Corrections
Criminal Justice Partnership Program

THIS GRANT AWARD CONTRACT IS MADE AND ENTERED INTO this _____ day of _____, **2011**, between the North Carolina Department of Correction Criminal Justice Partnership Program, Grantor, and **Haywood County**, Grantee.

WHEREAS, the Grantor desires to award the Grantee a North Carolina Department of Correction Criminal Justice Partnership Program (hereinafter referred to as NCDOCCJPP) grant, and the Grantee desires to accept said grant, upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY agreed as follows:

- I.** The Grantor pursuant to NC G.S.143 B hereby awards a NCDOCCJPP grant in the amount of \$ **71,449** for the grant period of **July 1, 2011** to **June 30, 2012** to become effective as set forth below, and subject to the availability of funds appropriated by the North Carolina, General Assembly. The Department of Correction reserves the right to reallocate funds as managed by the Office of State Budget and Management under the Executive Budget Act.
- II.** The Grantee covenants and agrees that a grant awarded to the Grantee as a result of submission of a NCDOCCJPP plan or application shall be subject to and incorporate the conditions set forth herein, and rules, regulations, and policies of the NCDOCCJPP. The Grantee shall include provisions appropriate to carry out the purposes of these conditions in all contracts of employment, consultant's agreements, and contracts issued under an approved application. This contract may not be amended or altered without the written consent of both parties.
- III. Applicable Rules/Regulations**
 - A. Non-Supplanting Stipulation:** The Grantee agrees that funds awarded pursuant to this contract will not be used to supplant or replace federal, state or local funds otherwise available for related NCDOCCJPP-funded activities.
 - B. Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the NCDOCCJPP consistent with the purposes and authorizations of NC G.S.143B and 148. It is the further responsibility of the Grantee to be aware of all rules, regulations, laws and policies of the NCDOCCJPP, now existing or hereafter promulgated or amended, pertaining to the administration of programs and projects funded by the NCDOCCJPP.

- C. Audit and Inspection:** The Grantee agrees to have performed an annual audit of the NCDOCCJPP-funded project and submit a copy to the Office of State Auditor and make a copy available locally for inspection by NCDOCCJPP staff. This annual audit requirement is satisfied if the NCDOCCJPP-funded program is part of the Grantee's annual single audit. Grantee's receiving \$300,000 or more in NCDOCCJPP funding annually must also meet audit compliance requirements of the Single Audit Act of 1984, as amended. The North Carolina Department of Correction, and the State Auditors office, or any of their duly authorized representatives, shall have access for the purpose of audit and examination to any books, documents, papers, and records that pertain to this project. If as a result of inspection of the audit, any project expenditure is disallowed, the NCDOCCJPP may in its sole discretion reduce the amount of the grant award by the amount disallowed or demand repayment.
- D. Reporting Requirements:** The Grantee agrees to submit financial reports, monitoring/evaluation reports and/or information in writing or electronically as required by the NCDOCCJPP. The Grantee agrees to provide regular progress reports according to the schedule and format set by the NCDOCCJPP.
- E. Release of Information:** All non-client records, papers, and other documents kept by the Grantee and any contracts under the grant relating to the receipt and disposition of NCDOCCJPP funds are required to be made available under the terms and conditions of applicable state regulations. These records must be kept on file for three years following the close of each annual grant period.
- F. Assignment of Interest:** The Grantee shall not assign any interest in this grant agreement and shall not transfer any interest, whether by assignment or notation, without the prior written consent of the Grantor thereof, except as specified herein.
- G. Third Party Participation:** The Grantee may enter into a contract or agreement for execution of NCDOCCJPP project activities or for provision of services described in the approved NCDOCCJPP plan or application. Any such contracts or agreements shall provide that the Grantee will retain ultimate control and responsibility for the project and that the service provider or contractor shall be bound by the Grantee's NCDOCCJPP grant award contract and conditions. This includes services provided to the Grantee by an advisory board or any advisory board committees or subcommittees, by volunteers, by state and local agencies or any other parties. In any case, where the Grantee enters into an agreement or a contract with third parties, and when such agreements or contracts are not contrary to law, the NCDOCCJPP shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Grantee.

The Grantee is responsible for acquiring and following NCDOCCJPP guidelines covering payment of indirect costs before agreeing to pay administrative costs with grant funds. **The Grantee shall provide one copy of any such written agreements or contract documents to the NCDOCCJPP in the Grantees annual community corrections plan or in any amendments involving the same. Approval of the Grantees annual community corrections plan or plan amendments shall constitute approval of agreements or contracts contained therein.**

- H. Criminal Penalties:** Whoever embezzles willfully misapplies steals or obtains by fraud any funds, assets, or property from a grant, whether received directly or indirectly from the NCDOCCJPP, shall be subject to prosecution under applicable law. Whoever knowingly and willfully falsifies or conceals any material fact in any application for assistance submitted pursuant to the State-County Criminal Justice Partnership Act or in any record required to be maintained pursuant to this contract, shall also be subject to prosecution.
- I. Continuation of Funding:** The Grantee understands that the awarding of any NCDOCCJPP grant in no way assures or implies continuation of funding beyond the project duration indicated on the grant award contract.
- J. Waiver:** It is agreed that the Grantors failure to insist upon the strict performance of any provision of this application or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any rights assigned to the Grantor under this application.
- K. Title to Property:** The title to all real or other property acquired or constructed in whole or in part with grant funds in accordance with an approved budget and other requirements set by the Grantor shall be held at all times by the Grantee county and may not be reassigned. The deed to such property shall be held in the name of the Grantee county. Said property is subject to transfer or divestment at the option of the NCDOCCJPP where its use for project purposes is disallowed or discontinued. The proceeds of any transfer or divestment of property shall belong to the North Carolina Department of Correction. All items procured with NCDOCCJPP grant funds must be the property of the Grantee, not any of its employees or contractors. The Grantee shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

If NCDOCCJPP funds are spent for an approved renovation project on rental property, the Grantee is responsible for securing written agreements from the deed holder of the renovated property stating the form in which the cost of said renovations will be repaid to the Grantee. An example is waiver of lease or rental payments during the period in which the cumulative amount of such payments equals the cost of the renovation.

- L. Selection of Facility Site:** No grant funds may be expended for the purpose of purchasing, constructing or remodeling a facility or locating a program unless all necessary local land use ordinances and permits have been met and the facility approved for operation at the proposed site by the appropriate governing body. If there are no local zoning ordinances in the jurisdiction in which the proposed facility or program will be located, the Grantee must report this to the NCDOCCJPP before any funds are expended, in order that a procedure for gathering public input on the proposed facility or program can be put into place.

The Grantee shall be responsible for providing sufficient notification and review of a particular site for a facility or program paid for in whole or in part with NCDOCCJPP funds. The Grantee must provide written verification of site approval before proceeding with the expenditure of any funds for such a facility, except that a fee such as reasonable earnest money may be paid with prior written approval of the NCDOCCJPP. Written notice of plans to locate a facility or program shall be provided by the Grantee county to the Board of County Commissioners in the Grantee county and, if a different county, to the Board of County Commissioners in the county in which the proposed facility or program is to be located. A copy of this notice shall also be provided to the Grantor.

It is the specific responsibility of the Grantee to ensure that the Board(s) of County Commissioners and any local government body with authority over the Grantee county or the jurisdiction in which the facility or program is to be located approves of the use of a particular site for any operations paid for in whole or in part by NCDOCCJPP funds. Further, title to any property must be held as stated in III. K. above.

I. Operational Procedures

A. County Policies In Effect: The Grantee county shall manage the grant funds and ensure that the program operation and all grant fund expenditures are carried out under the fiscal policies of the Grantee county, except where otherwise provided for in this contract.

B. Implementation of Project Within Sixty Days: The Grantee agrees to implement NCDOCCJPP projects within sixty days following the grant contract effective date, except as provided below or be subject to automatic cancellation of the grant. An extension may be authorized if requested and justified in writing during the initial sixty-day period. Implementation includes hiring of staff or expenditure of funds as stated in the budget of an approved NCDOCCJPP plan or application.

C. Accounting Requirements: Grantee agrees to record all project costs following generally accepted fund accounting procedures. A separate account number or cost recording system must separate all project costs from the Grantee's other or general expenditures. Adequate documentation must be maintained for all project expenditures and commitment of funds. Such financial records and supporting documentation must be retained and available for audit purposes for three years following the end of the grant period. Adequate documentation is defined as follows for each major budget category:

1. **Personnel:** Documentation must include time and attendance records, payroll periods, payment rate and a brief description of the service(s) provided. Time Reports must be signed by the employee and supervisor. This requirement applies to all personnel paid from NCDOCCJPP grant funds. All salary increases must comply with CJPP policy and be approved as a part of the annual grant submission or in subsequent program/budget amendment requests.

2. **Contractual Services:** For individual contractual service providers, documentation must include the signed contract, time and attendance reports showing time period, payment rate, hours per day and service(s) provided. Documentation must be signed by the contractual service provider and the project director. In case of organizations performing professional services, documentation must include a detailed billing indicating services performed or products delivered, payment rate consistent with contractual agreement, and approval by the project director.
 3. **Travel:** Documentation must be detailed, to include date, destination, mileage, reason for travel, and itemization of expenses. Receipts for parking, tuition, registration, and lodging are required. Expense vouchers will include the signature of the employee and supervisor. Travel expenses shall not exceed those approved by the Grantee county. Travel in permanently assigned county vehicles purchased with CJPP funds must be documented on a travel log and kept available for reviewing during monitoring visits.
 4. **Supplies and Other Operating Expenses and Equipment:** Documentation must include purchase order authorization, audited vendor invoices approved by the project director (and other higher authorizing official, if appropriate). The Grantee further agrees to maintain a current inventory of all project equipment onsite at the project location.
 5. **Construction and Renovation:** Documentation must include contracts for services, payment rate consistent with contractual arrangement, construction supply costs and invoices, architectural plans (if appropriate), dates for start and completion of projects, detailed billing to indicate services performed and/or delivered, AND necessary approvals by project director. Any construction or renovation performed by or for the Grantee shall be made according to local rules and policies governing such activities, for example building permits. Payment of rent shall not be made on facilities constructed, renovated or acquired with NCD OCCJPP grant funds without prior written approval from NCD OCCJPP.
- D. Payment and Utilization of Funds:** Funds awarded are to be expended only for purposes and activities covered by the Grantee's approved NCD OCCJPP plan or application budget. **Project funds may not be expended or committed prior to the grant contract effective date.** Project funds disbursement is subject to completion of requirements set forth as a checklist in the award letter. This checklist of requirements is incorporated by reference and made a part hereof. Project funds may not be expended and will not be reimbursed until the Grantee submits its grant award contract signed by the appropriate official or officials. Project funds will be made available through a reimbursement procedure as provided by NCD OCCJPP policies and procedures. Submission of reimbursement requests are required by the fifteenth day of each month for the expenditures of the preceding month. **Project funds may not be expended and will not be reimbursed until the Grantee has entered all required offender data into the NCD OCCJPP Information Management System (IMS) and has fully complied with all other NCD OCCJPP reporting requirements, including financial reports, through the month for which reimbursement is being requested.**

At no time shall the Grantee request or have on hand funds in excess of the amount necessary for expenditure within the next ninety days. The balance of grant funds remaining after the completion of a project as authorized in the approved application will automatically revert to the NCD OCCJPP account for unrestricted reallocation by the NCD OCCJPP as provided for in the Criminal Justice Partnership Act.

- E. Grant Adjustment:** The Grantee must obtain prior written approval from the NCD OCCJPP for major project changes. These include, but are not limited to the following: a) changes of substance in project activities, designs, or research plans set forth in the approved application; b) changes or deviations which might alter the project scope or intent; c) changes in the project director and/or key professional personnel identified in the approved application; d) changes in the approved budget with the exception of those changes permitted in accordance with provisions cited later in this section, and e) changes in the length of the grant period. Requests for budget amendments are to be submitted on the NCD OCCJPP Budget Amendment Forms. No equipment purchases or salary increases not included in the approved budget may be made without prior approval of NCD OCCJPP.

The Grantee may deviate from quantities of equipment items in the approved budget as long as the total dollar amount of the equipment budget is not exceeded and the equipment is being purchased at the lowest possible reasonable price, provided written notification is submitted to the NCD OCCJPP prior to purchase. This notification shall be maintained in the project file by both the NCD OCCJPP and the Grantee. In changing the approved budget in the course of a grant year, the Grantee may not transfer a cumulative total of more than \$10,000 or 10% of the total award amount, whichever is less, without prior approval of the NCD OCCJPP. This applies to transfers between, among or within the major budget categories. All changes in the approved budget must comply with CJPP policy and requirements in the grant award, and all portions of the grant contract. **Requests for approval of budget amendments shall be made in time to allow ten working days for staff review and consideration. Budget amendments may not be made after June 15 of the annual grant period.** Transfers not requiring approval must be reported in regularly required financial reports.

- F. Procurement Standards and Procedures:** Grantees shall meet the minimum requirements for procurement standards and procedures contained in State law as further limited in this paragraph. All items procured with NCD OCCJPP grant funds must be the property of the Grantee, not any of its employees or contractors. All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value and specification of supplies and services to be produced. Publicly advertised procurement with sealed bids and public openings shall be the preferred method. A system of contract administration shall be maintained to assure the following: 1) contractor conformity with the terms, conditions, and specifications of the contract purchase order and 2) adequate follow up of all deliveries. The Grantee must maintain procurement records which provide documentation of procurement action including the justification for sole or single source or the negotiated method of procurement. The cost plus a percentage of cost method of contracting shall not be used.

- G. Letting of Purchase Contracts:** All purchases of furniture, fixtures, equipment, materials and supplies for the project described in the approved application shall

be made at the lowest possible reasonable price. The Grantee agrees to adhere to the following requirements in making such purchases: a) when the purchase will require more than \$1,000 but less than \$2,500, informal bids shall be awarded to the lowest responsible bidder, taking into consideration quality, performance and the time specified for performance, although if this requirement is in conflict with Grantee county policy, that county policy may be applied; b) all other purchases shall be made through the Grantees normal commercial purchasing procedures. The NCDOCCJPP reserves the right to establish the price or set the allowable cost value of any items acquired by the Grantee without compliance with these provisions.

All new vehicles purchased with project funds must follow formal bid procedures. This procedure involves soliciting sealed bids from qualified sources of supply. The requirement is legally advertised and bids are opened in public. At least two responsible bids must be received and the lowest bid *must* be accepted. Any vehicle purchase requires prior approval of the NCDOCCJPP. Counties also have the option to make purchases under State contract. **All such purchases made with NCDOCCJPP grant funds must result in ownership by the Grantee county of purchased items.**

- H. Year-End Expenditures:** All expenditures must be made by **June 30, 2012** in order to be reimbursed from fiscal year 2011-12 funds. **The Grantee must request reimbursement of funds spent in a grant year by August 15 following the last day of that grant year. Any request for reimbursement made after August 15 will be paid from current year grant funds, if such funds are available. Additionally, each Grantee shall submit by March 31 of each year a summary of projected current grant year expenditures for implementation and discretionary funds.**

II. Allowable/Non-allowable Costs

- A. Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards set by the NCDOCCJPP. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable cost shall be disallowed.
- B. Expenses Not Allowable:** The Grantee may not expend grant funds for the following: a) items not part of the approved budget; b) indirect costs. The Grantee may not expend funds for the following unless specified in the Grantees plan or application for funding and approved by the NCDOCCJPP: a) construction or renovation of a facility, structure or building; b) purchase of automobiles or vehicles; and c) purchase of buildings and associated land or payment of real estate mortgages or taxes. The Grantee may **not** expend grant funds for the following unless prior written approval separate from the Grantees plan and application is obtained from the NCDOCCJPP: a) purchase of raw land or b) entertainment.

- C. Personnel:** All of the duties and services rendered or performed in the activity of this project will be under the Grantees supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services. Salary and other compensation for county personnel engaged in the work shall be based on established county personnel policies covering qualifications and development and maintenance of job descriptions, and salaries shall be established in accordance with the counties approved pay classification plan.

Personnel costs shall not be allowable as costs to be financed in whole or in part with this grant award, unless the position or allowable cost thereof is specifically contained within the narrative portion of the application and the approved budget and then only as to the cost therein designated as approved.

All increases in county personnel salaries and other compensation must be implemented in accordance with the counties personnel polices and pay classification plan, as approved by the County Board of Commissioners. Documentation of such increases shall be made available to the NCD OCCJPP upon request.

- D. Contracts for Professional Services:** The Grantee assures that in any NCD OCCJPP program or project requiring the procurement of contractual services a competitive bidding or competitive negotiation process will be used when appropriate and practical and when required by law or by county policy. In all cases the Grantee shall secure the most cost-effective manner of providing services. In the case where the county opts not to use a competitive process and the cost of contractual services exceeds the range of typical rates for such services in other counties, the NCD OCCJPP may require the county to make a request for proposals or utilize competitive bidding before expending funds for contractual services.

Contracts shall contain information about the scope and costs of services to be rendered and the number of persons to be served. The Grantee shall draft service contracts according to CJPP guidelines for proposed contracts, and the Grantee shall have the responsibility for securing from CJPP such guidelines before entering into contracts for services.

A copy of the proposed contract must be submitted for consideration during the NCD OCCJPP review of the Grantees plan or application. No funds may be expended for contract agreements until such contracts are received and approved as a part of the grant application process.

- E. Insurance and Indemnification:** Grant funds may not be committed for insurance or indemnification expenses unless the Grantees plan and application demonstrate that a) types and extent and cost of coverage will be in accordance with local government policy and sound business practice and b) costs will not be charged for contributions to a reserve for a selfinsurance program. Grant funds may not be requested by the Grantee if any expenditures are to be made for insurance or indemnification costs for which the above certification cannot be made unless complete details and justification have been submitted to the NCD OCCJPP and prior approval has been granted.

- F. Rent and/or Lease of Space or Equipment:** All leases entered into for purposes of a funded project shall be made at the lowest reasonable prices. The Grantee may use its normal leasing procedures and space requirements for employees. The rental charge must be consistent with prevailing rates in the area. **The Grantor shall not be obligated for any rent or lease agreement beyond the grant period.**

Any leaseholder improvements to be made by the Grantee must be included in the approved grant budget. The Grantee must secure written documentation of the extent to which the Grantee will be compensated for such leaseholder improvements by the lessor (reduction in the charge for rent, etc.).

- G. Travel, Lodging and Subsistence:** Expenditures and allowable cost value for travel, lodging and subsistence shall not exceed the normal and usual amount allowable by the Grantee for such costs under rules and policies applicable to Grantees official business. In the event that Grantee has no established rule, regulation, or policy regarding such expenses, the maximum payment and allowable cost will be the current prevailing rates allowed for North Carolina state employees. Any deviation from the aforementioned expense allowances must be approved by the Grantor in writing before being incurred. **Prior approval by the NCDCCCJPP is required for all out-of-state travel to be paid with grant funds, except for any such trips specified in the approved plan and application.**

- H. Equipment and Other Capital Expenditures:** The Grantee hereby certifies that a) no other equipment owned by the Grantee is available for the project; b) grant funds will not be used to provide reimbursement for the purchase price of equipment owned by the Grantee; c) if equipment is used for purposes other than this project, the appropriate proration of costs to each activity involved will be effected; and d) the cost of equipment purchased with Grantee funds will be reduced to the extent of resale/recovery value where use of such equipment for carrying out the purposes of the grant project is discontinued either during the life of the project or at the end of the grant period. **Grant funds exceeding \$20,000 may not be expended or committed for the acquisition or lease of automatic data processing equipment, whether by outright purchase, rental purchase agreement, or by other method purchase without prior Grantor approval. The Grantor shall not be obligated for any payments for equipment or other capital expenditures beyond the grant period.**

III. Grant Reduction/Termination of Grant

- A. Grant Reduction:** In the event that any costs to be financed in whole or in part by funds for this grant are disallowed, the Grantor may, in its sole discretion: a) reduce the amount of the grant by the amount of the cost that is disallowed; or b) apply the amount of the cost that is disallowed to some other cost of the program or project. The amount of any reduction in the grant award shall, in the discretion of the Grantor, be immediately recoverable from the Grantee by the Grantor if the grant award is reduced due to disallowance of costs.

- B. Grant Termination:** This grant may be terminated or fund payments suspended by the Secretary of the North Carolina Department of Correction where there is a failure to comply with the terms and conditions of the following:
- a. the approved plan and application and attachments;
 - b. the grant award contract and specific conditions or requirements;
 - c. any state or federal law to which compliance is required;
 - d. any policies of the State of North Carolina or the NCDOCCJPP; or
 - e. an audit report which includes audit exceptions not answered to the satisfaction of the NCDOCCJPP.

Upon finding of failure to comply, the Director of the Division of Community Corrections shall follow the procedure outlined in the statute governing the program (NC G.S.143B-273.8).

IV. Employee Activities

- A. Conflict of Interest:** No individual, public official, or employee of a state or unit of local government to which a NCDOCCJPP funded project is awarded may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contract, contingent fee, brokerage fee, dividend, or other benefits or income to him/her or any member of his/her immediate family.
- B. Partisan Political Activity Prohibited:** None of the funds, materials, property, or services provided directly or indirectly under this grant shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or to defeat legislation pending before any legislative body, or a referendum or other matter before the electorate.

V. Products/Income from Grants

- A. Copyrights:** Where activities supported by this grant produce original books, films, computer programs or other copyrightable material, the Grantee may copyright such, but the NCDOCCJPP preserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so. Any royalties received from copyrights and patents during the grant period shall be retained by the Grantee and incorporated into the grant budget.
- B. Publications:** The Grantee may publish, at its own expense, the results of grant activity without prior review by the NCDOCCJPP provided that any publication (written, oral, or visual) contains an acknowledgment of the NCDOCCJPP support and disclosure of the cost of each copy of the publication. The cost disclosure shall state the total number of pieces published and the cost of each. **At least one copy of any such publication must be furnished to the NCDOCCJPP, except as otherwise requested and approved.** Publication of documents or reports with grant funds beyond quantities required to meet standard report requirements must be provided for in approved project plans or budgets or otherwise approved by the NCDOCCJPP.

- C. Publication Statements:** The Grantee agrees that any publication (written, visual, or audio, but excluding news releases, newsletters, and issue analyses) issued by the Grantee or by any subcontractor describing programs or projects funded in whole or in part with State funds, shall contain the following statement:

This project was supported by a grant provided by the NCDOCCJPP. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the North Carolina Department of Correction Criminal Justice Partnership Program.

The Grantee also agrees that one copy of any such publication will be submitted to NCDOCCJPP to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The NCDOCCJPP may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Grantee.

- D. Project Income:** All interest or other income earned by the Grantee with respect to grant funds or as a result of conduct of the grant project (contributions from public or private sources, sale of publications, client fees, registration fees, service charges on fees, medical or other insurance payments, divestment of property, disallowed costs, etc.) must be accounted for in program records. All income must be reported in the NCDOCCJPP project income report, and if the project income report is approved by the NCDOCCJPP, such income must be used to expand the scope of services in the approved budget and project plan or state funds must be reduced by the amount of the interest or income earned.

- E. Computerized system:** If computer software is produced under a grant, the Grantee agrees to make such available to NCDOCCJPP for transfer to authorized users without cost other than directly associated with the transfer. Systems must be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer. The Grantee further agrees to provide complete copies of documentation to the NCDOCCJPP. Documentation will include but not be limited to system description, operation instructions, user instructions, program maintenance instruction, input forms, file description, report formats, program listings and flow charts for the system and programs. The Grantee agrees that whenever possible all application programs will be written in order that they may be transferred readily to another authorized user. The Grantee agrees to avail himself/herself, to the maximum practicable extent, of computer software already produced and available.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first above written.

**North Carolina Department of Correction
Division of Community Corrections
Criminal Justice Partnership Program**

(Seal) By _____
North Carolina Department of Correction Authorized Official

County(ies) of _____

(Seal) By _____
County Authorized Official

Confirmation of DECLINE of NCDOCCJPP grants funding for the grant period of July 1, 2011 to June 30, 2012, as set forth herein.

(Seal) By _____
County Authorized Official

County(ies) of _____

**North Carolina Department of Correction
Division of Community Corrections
Criminal Justice Partnership Program
Designated Authority
FY 2011-12**

County Name: Haywood

Authorized County Official:

Printed or Typed Name

Title

Signature

Date

Alternate Fiscal/Budgetary Signatory Designee:

Printed or Typed Name and Title

Signature

Printed or Typed Name and Title

Signature

Printed or Typed Name and Title

Signature

