

# Bertie County Board of Commissioners



June 3, 2019  
**6:00 PM**

	Ronald "Ron" Wesson	District 1
Vice Chairman	Greg Atkins	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
	Ernestine (Byrd) Bazemore	District V

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**June 3, 2019**  
**Meeting Agenda**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

**4:00**      **Work Session** – review of Cooperative Extension/Library joint facility construction bid tabulation

**6:00**      Welcome and Call to Order by Chairman Trent (**Commissioners Room**)

Opening Invocation and Pledge of Allegiance by Commissioner Lee

Public Comments (*3-minute time limit per person*)

**(A)**

**\*\*\* APPOINTMENTS & REPORTS \*\*\***

- (1) Presentation of the proposed Bertie County Public Schools Budget for FY2019-2020 by Superintendent Dr. Catherine Edmonds
- (2) “One Voice” publication sponsorship proposal by Ms. Sylvia Walton, a school counselor at Aulander & Colerain Elementary
- (3) Bertie County Census Complete County Committee update by Ms. Dominique Walker, Assistant to the County Manager
- (4) Presentation of the proposed FY2019-2020 budget plan by County Manager Scott Sauer

**Board Appointments (B)**

1. There are no Board Appointments.

**Consent Agenda (C)**

1. Approve Minutes for Regular Meeting 5-6-19
2. Approve Minutes for Closed Sessions 5-6-19, 5-20-19 (2)
3. Approve Minutes for Work Session 5-6-19, 5-20-19
4. Tax Release Journal for April 2019
5. Resolution to clarify NC DHHS communications regarding Medicaid Transformation and school-based mental health services
6. Renewal of NCDHHS annual Memorandum of Understanding with DSS for FY 2019-2020

7. Interim Healthcare Contract – In-home Personal Care Aides

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

- (1) Update on legal review of proposed facility lease for Bertie Recreation complex for July 6<sup>th</sup> and compliance with PARTF grant guidelines.
- (2) Presentation of bid tabulation and recommendations by the design team for the new public library and cooperative extension facility.
- (3) Review TGOW “Bertie Beach Day” scheduled for June 29<sup>th</sup>
- (4) Confirm schedule for budget work sessions and public hearing

**Comissioners’ Reports (E)**

**Junior Commissioners’ Reports**

**County Manager’s Reports (F)**

**County Attorney’s Reports (G)**

**Public Comments Continued**  
*(3-minute time limit per person)*

**Closed Session**

If needed

**RECESS**

until June 5<sup>th</sup> at 9:00 a.m. for a budget work session



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** June 3, 2019

**SECTION:** Appointments & Reports (A-1 to A-4)

**DEPARTMENT:** Governing Body

**TOPICS:**

- (1) Presentation of the proposed Bertie County Public Schools Budget for FY2019-2020 by Superintendent Dr. Catherine Edmonds
- (2) "One Voice" publication sponsorship proposal by Ms. Sylvia Walton, a school counselor at Aulander & Colerain Elementary -- **Please see attachment(s)**
- (3) Bertie County Census Complete County Committee update by Ms. Dominique Walker, Assistant to the County Manager -- **Please see attachment(s)**
- (4) Presentation of the proposed FY2019-2020 budget plan by County Manager Scott Sauer

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** --

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** --

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



A-2



May 22, 2019

Dear Prospective Sponsor,

My name is Sylvia Walton. I am a school counselor at Aulander Elementary and Colerain Elementary Schools. It is a great joy to serve children, equip them with tools to excel, and assist them in their educational journey. It is my belief investing in children will not only enrich their lives but our community as well.

I have taken the love for the betterment of our youth and created a novel entitled, "One Voice." One Voice is a novel that tackles the topic of bullying. Bullying is impacting our communities, schools, and our daily lives. The novel not only covers bullying, it addresses self-image, grief, and family dynamics. The reader will be provided the opportunity to learn of the impact of bullying, types of bullying, and the power in children using their voices to take a united stance against bullying. A pivotal point brought to the forefront in the novel is the reader will learn why the child exhibiting bullying behavior feels the need to resort to this behavior.

According to the National Education Statistics 2016, more than one out of every five children report being bullied. Certainly, one child being bullied is one too many. Unfortunately, if you have been on any social media platform, you have seen the many precious lives we are losing to bullying. Children are being taken from our society too soon due to feelings of hopelessness, fear, and feelings of unworthiness to live. None of us can afford not to do our part in combatting this issue. We have to be proactive in the war against bullying. Bullying has the potential to affect children school attendance, self-esteem, academically, and can be a factor leading to mental health issues.

**How can you help support children learning, and have better insight into ways to rise above bullying?** You can graciously sponsor children in receiving novels by purchasing *One Voice*. It is my belief the novel can benefit children reading individually, it can be utilized as book study for classes, and as a book that is read school wide. One Voice is best suited for 4<sup>th</sup>-9<sup>th</sup> graders. I am proposing your committee sponsor each student in the elementary- ninth grade to receive a copy of One Voice along with their teachers. The price of One Voice is \$15 per copy yet until the date of Friday, June 14, 2019, I will offer a 15% discount and the book will be offered at \$12.75.

I would like to sincerely thank you for your consideration in making an investment into the lives of students. Please see the attached table for your review. Please feel free to reach me at (252)-538-3355. You may email me at [destinyunleashed18@gmail.com](mailto:destinyunleashed18@gmail.com). I look forward to hearing from you.

With Gratitude & Appreciation,

Sylvia Walton

Author, One Voice

**Bertie County Schools**

**(Elementary School- Middle School)**

**Ninth Grade (Early College & Bertie High School)**

**2019 Statistics**

**Elementary**

<b>SCHOOL</b>	<b>4<sup>th</sup> Grade</b>	<b>5<sup>th</sup> Grade</b>	<b>Teachers</b>	<b>Total Students</b>	<b>Total with Teachers Included</b>
<b>West Bertie Elementary</b>	<b>45</b>	<b>41</b>	<b>18</b>	<b>86</b>	<b>104</b>
<b>Aulander Elementary</b>	<b>17</b>	<b>24</b>	<b>15</b>	<b>41</b>	<b>56</b>
<b>Windsor Elementary</b>	<b>71</b>	<b>68</b>	<b>31</b>	<b>139</b>	<b>170</b>
<b>Colerain Elementary</b>	<b>41</b>	<b>35</b>	<b>17</b>	<b>76</b>	<b>93</b>

**MIDDLE**

<b>SCHOOL</b>	<b>6<sup>th</sup> Grade</b>	<b>7<sup>th</sup> Grade</b>	<b>8<sup>th</sup> Grade</b>	<b>Total Students</b>	<b>Total with Teachers Included</b>
<b>Bertie Middle School</b>	<b>172</b>	<b>156</b>	<b>152</b>	<b>480</b>	<b>46 Teachers + 480 = 526</b>

**HIGH SCHOOL (9<sup>th</sup> Graders)**

<b>School</b>	<b>Students</b>	
<b>Early College</b>	<b>47</b>	
<b>Bertie High School</b>	<b>142</b>	



A-3



## BERTIE COUNTY

106 DUNDEE STREET  
POST OFFICE BOX 530  
WINDSOR, NORTH CAROLINA  
27983  
(252) 794-5300  
FAX: (252) 794-5327  
WWW.CO.BERTIE.NC.US

## BOARD OF COMMISSIONERS

JOHN TRENT, Chairman  
GREG ATKINS, Vice Chairman  
RONALD WESSON  
ERNESTINE (BYRD) BAZEMORE  
TAMMY A. LEE

### *Resolution*

### *Supporting the 2020 United States Decennial Census and the Bertie County Complete Count Committee*

**WHEREAS**, Article 1, Section 2 of the U.S. Constitution mandates a headcount every 10 years of all residents of the United States in the form of the decennial census; and

**WHEREAS**, census data ensures fair Congressional representation to determine the number of seats each state will have in the U.S. House of Representatives as well as the redistricting of other state and local legislative, school, and voting districts; and

**WHEREAS**, data collected by the decennial census is used to determine how more than \$675 billion are spent annually to support vital state, county, and community programs; and

**WHEREAS**, the 2020 Census will create jobs that stimulate national, state and local economic growth and increase employment opportunities in Bertie County; and

**WHEREAS**, the information collected by the census is protected by law and remains confidential for 72 years; and

**WHEREAS**, the goal of the 2020 U.S. Decennial Census is to count everyone once, only once, and in the right place; and

**WHEREAS**, an accurate census count is vital to Bertie County and to the well-being and success of our community and our residents;

**NOW, THEREFORE, THE BERTIE COUNTY BOARD OF COMMISSIONERS DOES HEREBY** support the Bertie County Complete Count Committee to utilize the knowledge, influence, and resources of trusted local voices in government, education, business, healthcare, community-based organizations, faith-based groups, the media, and other key community stakeholders to implement a census awareness campaign designed to maximize participation in and responses to the 2020 United States Decennial Census.

This the 3<sup>rd</sup> day of June, 2019.

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John Trent, Chair of the Board



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** June 3, 2019

**SECTION:** Consent (C-1 to C-7)

**DEPARTMENT:** Governing Body

**TOPICS:**

1. Approve Minutes for Regular Meeting 5-6-19  
- **Please see attachment(s)**
2. Approve Minutes for Closed Session 5-6-19, 5-20-19 (2)
3. Approve Minutes for Work Session 5-6-19, 5-20-19 - **Please see attachment(s)**
4. Tax Release Journal for April 2019 - **Please see attachment(s)**
5. Resolution to clarify NC DHHS communications regarding Medicaid Transformation and school-based mental health services  
- **Please see attachment(s)**
6. Renewal of NCDHHS annual Memorandum of Understanding with DSS for FY 2019-2020 - **Please see attachment(s)**
7. Interim Healthcare Contract – In-home Personal Care Aides  
- **Please see attachment(s)**

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend approval.

**ATTACHMENTS:** Yes, all items.

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



C-1

**Windsor, North Carolina**  
**May 6, 2019**  
**REGULAR SESSION**

The Bertie County Board of Commissioners met their regular meeting today inside the Commissioners Room, 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I  
Greg Atkins, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer  
County Attorney Lloyd Smith  
Finance Officer William Roberson  
Assistant to the County Manager Dominique Walker  
Economic Development Director Steve Biggs  
Register of Deeds Annie Wilson

Junior Commissioners: Qudre Joyner  
Najella Williams

Gene Motley of the Roanoke-Chowan News Herald and Sarah Stalls of the Bertie-Ledger Advance were present from the media.

## **CALLED TO ORDER**

Chair Trent called the meeting to order.

## **PLEDGE OF ALLEGIANCE/INVOCATION**

Dr. Nayland Collier gave the Invocation and Commissioner Atkins led the Pledge of Allegiance.

## **PUBLIC COMMENTS**

Ms. Vivian Clark of Windsor provided remarks to Board regarding her discussions with County Manager Scott Sauer and Economic Development Director Steve Biggs about Mid-East Commission grant applications made by Mr. Randy Cherry. She requested that Mr. Cherry's application be reconsidered and be compensated. Ms. Clark also discussed an incident that occurred near Mr. Cherry's business. She stated that inspectors were called on Mr. Cherry's business and that he was "targeted". She shared that Mr. Cherry has lost business due to the closing of his facility. She closed stating that enforcement of building codes should be applied equally across the state and for Mr. Cherry to have a fair and just resolution in resolving this issue.

Mr. Randy Cherry of Aulander provided background on his business, Chief's on the River, to the Board. He shared that due to coding issues, he was not able to open as a sports grille. Mr. Cherry shared that Chief's was inspected as flea market but rents his facility for events and private parties. He discussed with the Board a past incident off that occurred off the premises of his business. He shared that the fire marshal visited his facility and was told that he had thirty days to fix fire code issues. Mr. Cherry also shared that his building was closed down after he was told he had thirty days to fix issues. Additionally, Mr. Cherry stated that an error was made in calculating the square footage of his facility by the building inspector. He also shared that the information provided by the building inspector was not what was told to him during the fire inspections. Subsequently, Mr. Cherry was told that he could that he could only operate as a flea market not as a place for public access. Mr. Cherry expressed the financial burden he is facing. He shared that the Town of Windsor is in the process of cutting is parting. He shared that he feels "targeted" by these actions.

Commissioner Bazemore expressed her support of Mr. Cherry. County Attorney Smith shared reaching out to the head inspector in Raleigh about the issue about accommodating Mr. Cherry and the flexibility of the Board. Commissioner Wesson expressed his opinion on the issue and hopes to get an answer back from Raleigh about a solution. County Manager Scott Sauer that the Town of Windsor connected the County Inspections Department directly.

Mr. Jerry Cowand of Merry Hill expressed his opinion about the Road Safety & Maintenance Ordinance. He suggested the Board develop a policy procedure to clarify the Ordinance, possibly on the County website. Mr. Cowand also stated for the Board to apply the Ordinance equally and



fairly across the Board. He asked “Who can start the process of enforcement? Where in the process does the Board fix the road?” He shared that the Board already adopted the Ordinance and there needs to be transparency regarding enforcement. He thanked the Board for their work.

### **APPOINTMENTS and Reports**

#### **(1) Roanoke River Partners 20th Anniversary Presentation by Carol Shields**

Ms. Shields thanked the Board for their continued support of Roanoke River Partners. She gave an overview of Roanoke River Partners regional history. She shared that Roanoke River Partners are in support of the Rosenwald preservation. Ms. Shields provided outcomes and benefits of the Bertie County and Roanoke River Partners collaboration. She stated that there is a \$600,000 impact across the regional economy. She also shared educating local communities about the region’s historical significance and using that history for economic benefits. She shared that the organization received a \$25,000 grant to engage communities across the region about historical significance. Ms. Shields shared keeping organizations and communities aware and engaged in the work of the Roanoke River Partners. She shared the Board members from Bertie County that sit on Roanoke River Partners organization. She concluded by thanking the Board for their many years of support and partnership.

Commissioner Wesson shared that Bertie County has had the highest number of Rosenwald Schools.

#### **(2) ) Road Safety and Maintenance Ordinance – final reading**

County Manager Scott Sauer shared that the Ordinance has evolved with significant input by the public to include an appeals process. He expressed his support of incorporating a flow chart for explaining the Ordinance on the County’s website. Commissioner Wesson addressed the public about the Ordinance and its purpose. Chairman Trent concurred stating that fire chiefs are in favor of the Ordinance. Commissioner Bazemore expressed her opinion that private road owners should be responsible for fixing roads, not citizens. Commissioner Lee also shared that she is not convinced that there is a general statute the supports the Ordinance.

Commissioner Wesson made a **MOTION** to vote to adopt the Ordinance. Vice-Chair Atkins **SECONDED** the motion. The **MOTION PASSED** – 3 ayes and 2 nays.

Votes were as follows:           Ayes: Trent, Atkins, & Wesson  
  Nays: Bazemore & Lee

**(3) Martin County Community College EMS and Fire Department Training presentation by Carla Godwin, Coordinator of Emergency Management Services**

Ms. Godwin gave an overview of changes to the EMS program at community colleges across the state. She also provided an overview EMS program classes at Martin Community College. She stated that paramedics will have to have an associate's degree by 2023 if the proposed rule passes. Commissioner Wesson expressed that Bertie County has the "best EMS department in the state". He also shared that he will be sworn in to the Martin Community College Board of Directors. Chairman Trent shared that there is now representation at both Martin Community College and Roanoke-Chowan Community College.

**(4) NC COUNT Program review for 2020 Census by James Cofield, President and CEO of Cofield Properties, Inc.**

Mr. Cofield shared with the Board the intention of the NC Complete Count Commission to assist throughout NC for the 2020 census to ensure that the participation rate is as high as it can be. He stated that the county day for the 2020 census is April 1, 2020. Mr. Cofield provided an overview of benefits of census data. He shared participation risks in the County. He provided clarity regarding about the census count related to college students and jail inmates. He shared that there will be budgetary cuts by the U.S. Census Bureau. He also shared that there is an increase in trust when local community members serve as enumerators. He reiterated that it is in the interest of the Board and the County that every resident is counted for the census. Commissioner Lee expressed her experience being an enumerator and the importance of informing young people about the census.

**(5) YMCA Annual Update by Executive Director, Casey Owens**

Mr. Owens thanked the Board for their continued support. He gave an overview of the YMCA annual report and highlighted programs. Chairman Trent expressed his support of Mr. Owens and the work of the YMCA.

**(6) Poverty Commission update by Chair, Patricia Ferguson**

Mrs. Ferguson thanked the Board for the opportunity to provide an update on the Poverty Commission. She presented to the Board three phases of the Commission's work. Mrs. Ferguson recognized Assistant to the County Manager Dominique Walker for her work and commitment to the Commission. She gave an overview of the first phase of the Poverty Commission. Mrs. Ferguson gave an overview of the second phase of the Poverty Commission. She presented four key recommendations for the Board's consideration.

**BOARD APPOINTMENTS**

**ABC Board**

Commissioner Wesson made a **MOTION** to reappoint Miles Davis to the ABC Board. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Bertie-Martin Regional Jail Commission**

Commissioner Bazemore made a **MOTION** to appoint Charles Smith to the Bertie-Martin Regional Jail Commission. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Latest Board Vacancy Advertisement – May 8<sup>th</sup>**

#### **CONSENT AGENDA**

1. Approve Minutes for Joint Meeting 3-28-2019
2. Approve Regular Session Minutes for Regular Meeting 4-1-2019
3. Approve Closed Session Minutes for 4-1-2019 and 4-16-19
4. Approve Minutes for 4-16-2019 and 4-24-2019 Special Meetings
5. Tax Release Journal- March 2019
6. Register of Deeds Report – May 2019
7. CPTA Agreement for Transportation Services
8. Official Bid – Meals on Wheels Contract, July 1 to June 30, 2020 – Trumps Restaurant
9. Approve FY 2019-2020 JCPC Community Programs for funding plan

Commissioner Bazemore made a **MOTION** to approve items 1 through 9 of the Consent Agenda. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **DISCUSSION AGENDA**

### **CENSUS 2020 Committee Update**

Assistant to the County Manager Dominique Walker shared with the Board a list of interested persons for the Complete Count Committee.

## **COMMISSIONERS' REPORTS**

**Commissioner Lee** shared her experience attending the Don't Drink and Drive program at Bertie High School. She commended the ABC Board for their work. She also shared attending the 2<sup>nd</sup> anniversary of Sergeant Callohand at the Court House. Commissioner Lee shared that she will be attending County Assembly Day on May 8, 2019.

**Commissioner Atkins** had no reports at this time.

**Commissioner Wesson** reported that the Teacher Housing Initiative has passed in the House of Representatives giving Bertie County authority to build teacher housing. He shared that the Coalition of the Cross have received a multi-hundred thousand dollar grant by the Duke Endowment to fix homes in northeastern NC. The organization is looking for a building in Bertie County for permanent residence.

**Commissioner Bazemore** shared that on April 29, 2019 she was sworn in on the Trillium Governing Board in Greenville, NC. She reported her attendance at the junior-senior Beta club induction at the Bertie High School on April 30, 2019. Commissioner Bazemore shared that there will be an opening for the Tall Glass of Water property for the public on June 29, 2019. In closing, she expressed her support to Mr. Randy Cherry.

**Chairman Trent** shared that at the request of Junior Commissioner Qudre Joyner, the County is moving forward to access a pedestrian tunnel or similar infrastructures for safe student crossing NC Hwy 13 at Bertie High School and the BHS Athletic Complex.

### **JUNIOR COMMISSIONERS' REPORTS**

Qudre Joyner invited the Board to the Bio-Technology Symposium and lunch hosted by the Bertie Early College Bio-Technology class on May 13, 2019.

### **COUNTY MANAGER'S REPORTS**

The County Manager had no remarks at this time.

### **COUNTY ATTORNEY'S REPORTS**

The County Attorney had no remarks at this time.

### **PUBLIC COMMENTS**

No public comments at this time.

### **RECESS**

Chair Trent **RECESSED** the meeting until 9:00 AM on Monday May 20, 2019 where the Board will hold a work session.

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John Trent, Chairman

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Assistant to the County Manager, Dominique Walker



C-3

**Windsor, North Carolina**  
**May 6, 2019**  
**WORK SESSION**

The Bertie County Board of Commissioners met their regular meeting today inside the Commissioners Room, 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I  
Greg Atkins, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer  
County Attorney Lloyd Smith  
Finance Officer William Roberson  
Assistant to the County Manager Dominique Walker  
Emergency Services Director Mitch Cooper  
Emergency Services Chief Crystal Freeman

**CALLED TO ORDER**

Chairman Trent called the meeting to order.

**WORK SESSION**

County Manager Scott Sauer gave an overview of highlights from attending the Medicaid Transformation Convening last month. Mr. Brian Gurkin from the Colleton staff provided an EMS/NET Revenue report to the Board. County Manager Scott Sauer recommended a motion to approve the revised fee schedule to be realigned with new Medicaid reimbursement rates. Chairman Trent inquired about receiving more information for the Board's upcoming work session. Commissioner Wesson made a **MOTION** to approve the revised fee schedule to be realigned with current Medicaid reimbursement rates. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

At this time, County Manager Scott Sauer asked the Board to go into Closed Session under N.C.G.S. § 143-318.11(a)(6).

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John Trent, Chairman

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Dominique Walker, Assistant to the County Manager



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**Windsor, North Carolina**  
**May 20, 2019**  
**WORK SESSION**

The Bertie County Board of Commissioners met for a Work Session today at 9:00 AM inside the Commissioners Room, 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I  
Greg Atkins, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah Tinkham  
Assistant County Attorney Clif Smith (9:10 AM)  
Finance Officer William Roberson  
Assistant to the County Manager Dominique Walker  
Emergency Services Director Mitch Cooper  
Emergency Services Chief Crystal Freeman

There were no media members present.

## **RECONVENE**

Chairman Trent reconvened the Board and called the meeting to order.

Commissioner Lee gave the Invocation.

## **WORK SESSION**

Attendance – Sauer, Wesson, Lee, Trent, Atkins, Bazemore, Roberson, Walker, Sauer, Tinkham, Clif Smith (in: 9:10AM, out: 9:45AM)

### **Presentation of bid tabulation results – Joint library/cooperative extension facility**

County Manager Sauer reminded the Board the Library & Cooperative Extension bids were opened May 16th at 3:00 p.m.

At this time, the Board then review the four bids that were received on at the meeting on Thursday, May 16. The bid tabulation is below:

**BID TABULATION SHEET - SINGLE PRIME SYSTEM**  
**Project Name: Berne County Library & Cooperative-Extension Office**  
**Berne County, North Carolina**



Architect's Project Number: 17154  
 Bid Date: May 15th, 2019 @ 3:00 p.m.  
 Completion Date: 420 Calendar Days from NTP

Name	License #	MBE	Receipt of Add. 1	Receipt of Add. 2	Receipt of Add. 3	Base Bid (BB)	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Alternate No. 5	Alternate No. 6	Alternate No. 7	Unit Price No. 1	Unit Price No. 2	Unit Price No. 3
Calvin Davenport, Inc.	4056	Y	Y	Y	Y	\$4,660,000.00	\$30,245.00	\$25,000.00	\$14,530.00	\$24,050.00	\$4,780.55	\$36,434.00	\$20,000.00	\$60.00	\$75.00	\$10.00
Winco Corp.	3478	Y	Y	Y	Y	\$4,153,000.00	\$42,200.00	\$60,500.00	\$150,200.00	\$20,700.00	\$4,600.00	\$37,500.00	\$12,300.00	\$19.00	\$17.00	\$50.00
Alexander Design Build, Inc.	73575															
Group III Mgt, Inc.	22369	Y	Y	Y	Y	\$4,543,000.00	\$28,000.00	\$67,000.00	\$33,500.00	\$38,000.00	\$4,500.00	\$21,000.00	\$15,000.00	\$26.00	\$60.00	\$8.00
A.R. Chesson Construction Company, Inc.	13940	Y	Y	Y	Y	\$3,890,000.00	\$26,730.00	\$50,805.00	\$69,947.00	\$30,379.00	\$4,405.00	\$24,252.00	\$7,314.00	\$22.00	\$21.00	\$40.00
NO BID																

I certify that the above is a true and accurate tabulation of the bids received at 3:00 P.M. on May 16, 2019.

*Albrecht McLamborn*  
 Albrecht McLamborn, MA, NCARB  
 MHAworks, P.A.



*Albrecht McLamborn*  
 Appeared Before Me On 5/17/2019  
 Signed Albrecht McLamborn  
 My Commission Expires 2/21/2022

- Alternate Price No. 1: Folding Partition
- Alternate Price No. 2: Outdoor Maintenance Building
- Alternate Price No. 3: Library Reading Loft
- Alternate Price No. 4: Mezzanine Stair, Handrails, and Library Storage Room 202
- Alternate Price No. 5: Dimensional Aluminum Letter Signage
- Alternate Price No. 6: Reading Circle
- Alternate Price No. 7: Vinyl Wall Covering, Wood Base, and Wood Chair Rail
- Unit Price No. 1: Unsatisfactory Soil Replacement
- Unit Price No. 2: Cable Tray
- Unit Price No. 3: Wall Covering

A.R. Chesson Construction Company submitted the lowest Base Bid at \$3,890,000. The Contract Construction Budget is \$3,673,125. This value is approximately 6% over budget. Based on these figures, unless funding is added, Value Engineering (VE) in the amount of \$216,875 must be negotiated in order to award the contract.

In speaking with the estimators with A.R. Chesson after the bid opening was complete, they indicated that were confident in their bid and do not believe they have any scope gap. They also indicated the glass numbers seemed irregular and that their glass estimators may be carrying costs in excess of what is required by the Contract Documents.

MHAWorks is presently working with A.R. Chesson and their sub-contractors to identify possible cost savings. Those items will be presented for review no later than a week from the bid date. MHAWorks will work with Bertie County to determine which VE is appropriate.

The Board openly discussed the bids received and the various alternates, and how to address any concerns in the contract negotiation process.

Once the VE is negotiated, MHAWorks will furnish a letter of recommendation to the County with the final construction contract amount identified. Upon receipt of approval by Bertie County, MHAWorks will notify the apparent low bidder of the intent to award the construction contract.

Contracts should be available for execution by Bertie County within 1 to 3 weeks of notification.

A Pre-Construction meeting date will be established to discuss the construction. All primary sub-contractors will be present for this meeting. At or immediately following the meeting, the NTP (Notice to Proceed) can be issued.

The construction schedule estimate is roughly fourteen (14) months.

Mr. Sauer reiterated that the County would need to assume the cost of library furniture, fixtures & equipment (Albemarle Regional Library). It was also reported that the County's issuance of the notice to proceed would occur in mid-June.

County Manager Sauer reminded the Board that there are several key items for this project that are provided by the owner (Bertie County) including:

- Cooperative Extension furniture, fixtures & equipment (kitchen requirements) will be capital outlay for FY 2019-2020. The cost estimate is \$71,675.
- Underground fiber connection through Century Link is estimated at \$29,200. Data wiring and endpoint termination for all users is estimated at \$25,550.

- For security cameras, uninterrupted power supply, network switch and related costs, the cost estimate is \$23,270.

Mr. Sauer suggested that MHAworks is available to provide an update on bids Wednesday May 22, and it was the consensus of the Board that he meet with the design team to resolve any outstanding issues and report back to the Board before the contract is presented.

### **Draft audit for the fiscal year ended 2018 and estimated timeline for completion**

At this time, County Manager Sauer distributed the County's draft audit was submitted to the Board. The LGC will need to review the audit before the County's audit firm, Jeff Best CPA., will formally present it to the Board.

According to the auditor, there were no concerns or findings noted in the document, and County Manager Sauer briefly discussed some highlights.

The Board also discussed several challenges the County faces regarding cash flow which includes new regulations being imposed by Medicaid and the impact on EMS and Non-Emergency Transport reimbursements. County Manager Sauer also reviewed the changes in fund balance for the General Fund, and the use of these reserves for capital projects and Hurricane Matthew recovery projects. It was explained that for projects such as the new EMS Station One facility, the County used local funds during construction, which will be reimbursed by FEMA through the NC Department of Public Safety and the NC Department of Commerce. Mr. Sauer referred the Board to the management discussion and analysis section of the audit report which details the capital projects in the most recent four years using local fund balance reserves. Finance Officer William Roberson provided clarity on how this is represented both in the audit, as well as in the working draft of the FY2019-2020 budget.

Next, the County Manager discussed the OPEB liability. Due to new government accounting guidelines, the new projected long-term liability for the County's retiree health insurance has increased by \$9 million. He noted that this will be an item that all cities and counties will be watching closely and trying to address as effectively as possible in the very near future.

A draft copy of the audit can be accessed online at <https://co.bertie.nc.us/>

Commissioner Lee made a **MOTION** to move forward with a request for proposals for audit services. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **FY 2019-2020 Budget development and preview of various budget drivers, schedule of public hearing and budget work session**

The Board received a print out of itemized budget requests for the special appropriations section of the budget, and the line items being requested by each organization were also submitted by the Finance Officer.

There was a brief discussion about the school system's audit, student population size, and how those items will impact the County budget. The change in leadership was also discussed. In summary, the County Manager recommended that the Board consider keeping the allocation (\$3,027,000) the same as FY2018-2019, and have capital outlay factor in as \$375,000.

The two nearby community colleges, Martin Community College and Roanoke-Chowan Community College, requests were discussed. News was also expected to be received about leadership changes at each college, respectively.

Commissioner Lee inquired about when the County would receive the results of the recent revaluation. County Manager Sauer stated that preliminary numbers would be received within 12 months, explaining the new property values (tax assessments) will be established as of January 1, 2020. This would be a component utilized during next year's budget cycle (FY2020-2021).

Commissioner Wesson encouraged the County Manager and pertinent staff to give the Board as much time as possible to review the proposed budget before budget deliberations begin.

Challenges for hiring, particularly in the Sheriff's Office, were also discussed. Certification for Basic Law Enforcement Training does make filling empty positions take longer than other types of vacancies.

Assistant County Attorney Clif Smith stepped out of the meeting at 9:45 AM.

An additional hand out was submitted to the Board about retiree health insurance and County legal fees.

Commissioner Lee and Wesson both discussed the idea of an in-house attorney whether it be someone recommended by the School of Government and/or a retired attorney that specialized in County government who is looking for part-time employment. The Board and County Manager discussed that there can be lulls in County business while waiting for legal support, and this creates a back log of various projects that can often be time sensitive. The amount being paid in legal fees was also discussed (\$175,000) and the Board shared their concerns with how County business is prioritized.

At this time, the Board took a 5-minute break.

The Board reconvened at 10:10 AM.

Bertie County's tax rate was evaluated next to surrounding counties, and how those tax rates are broken out (garbage, fire, hospital, EMS taxes, etc.) were also discussed.

The County Manager presented a hand out with tax rate comparisons for the surrounding region prepared by the Tax Administrator at the request of Chairman Trent. It was noted that Bertie County does not use separate tax districts or individual tax rates for fire department funding or solid waste services and that these costs are built into the tax rate for the General Fund. Bertie County's current tax rate of 83 cents would be approximately 76 cents if these two programs had separate tax rates or fee structures as used in many other jurisdictions. Mr. Sauer also noted that there are counties which support their EMS programs with a separate tax rate such as Pitt County at 4.6 cents and Pender County at 9.25 cents—noting that Bertie County provides net tax support for EMS of approximately \$80,000 per month through the General Fund. Mr. Sauer shared that counties also use separate tax rates for hospital districts, community buildings and recreation; noting that Cumberland County has a rural recreation tax rate of five (5) cents. There was discussion about the possibility of using separate tax rates for fire or solid waste in the FY 2020-2021 budget during the implementation of the revaluation process.

Based on discussions Chairman Trent recently had with the Tax Administrator, he would like the Board to consider using this information to possibly make some changes to how the County presents tax information, and even a flat tax rate.

Commissioner Wesson expressed that this topic had been discussed “every year since he has been on this Board,” and that he would like to see action taken to address it.

County Manager Sauer also explained that the recent salary adjustments for public safety, both EMS and the Sheriff's office will require additional funds estimated at between \$300,000 and \$400,000 depending on the number of vacant positions which will be filled in the coming months. Mr. Sauer also reminded the governing body that statutory funding requirements by the State for the local government employee retirement systems will result in an annual cost increase of \$105,000 for each of the next three fiscal years.

Mr. Sauer noted that the proposed budget will also include funding options for an across the board salary increase for other employees, and explained that the Board will likely need to consider raising property taxes in the new budget.

The County Manager provided an outline of dates for the budget schedule and the Board concurred these recommendations. The Board reviewed the budget schedule, and discussed the following dates:

- Budget submission to Board by midnight, May 31st by County Manager Sauer
- Regular meeting scheduled for June 3rd at 6:00 PM (per regular schedule)
- Budget work session is 9:00 AM June 5th, alternate date of June 6th at 9:00 AM
- Budget public hearing is June 10th at 7:00 PM
- Ready for adoption June 18th at 11:00 AM
- July 3rd regular meeting (per regular schedule)



On another note, Jail feasibility study interviews will take place on June 12th at the NC Telecenter. Time is to be determined. Commissioner attendance was requested if schedules permit.

### **TGOW logistics (preliminary list) for June 29th event**

County Manager Sauer discussed some of the proposed logistics for this event. The event is slated to start at 9:00 AM. Parking was discussed along Ball Gra Road. It will be set up as a floating event.

The purpose of the event is to show citizens what the possibilities are for the property, as well as provide a chance for it to be seen by the public. The event will be set up similar to the Site X event.

First Colony also reached out during the meeting to establish an archeological dig at the “Tall Glass of Water” site. The Board concurred and gave permission.

### **Commissioners’ Reports**

County Manager Sauer inquired if there were any updates regarding the SECU Housing project. The bill was recently changed on the State level, and there should be some update soon.

There was also a brief discussion about the latest fire inspections completed at two event venues in the County, both of which were found to be out of compliance with State fire code. It was reported that both establishments were currently working to address the needed changes to bring their venues up to compliance.

Commissioner Lee wanted to discuss a request from the Fellowship of Christian Athletes. The organization is looking to bring back a chapter of the organization to Bertie County. Commissioner Lee was also looking for recommendations of individuals for a core committee.

Chairman Trent suggested Casey Owens of the Windsor YMCA. Laree Cherry was suggested by Commissioner Wesson.

Commissioner Wesson mentioned that local faith-based organization had an endowment from Duke University to complete home renovations in our County. The group would be in need of a place to house 17-20 people while they are here throughout the year. The group would complete roof repairs, replacement of windows, and other minor renovations at no cost to residents. The Board discussed several possible locations including a former daycare in Aulander, former law office on Highway 308, etc.

Commissioner Bazemore made a **MOTION** to go into Closed Session pursuant to **N.C.G.S. § 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Lee made a **MOTION** to return to Open Session. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board recessed at 11:49AM until after lunch.

### **Reconvene – 2:00 PM**

Commissioner Bazemore made a **MOTION** to return to Closed Session pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Adjourn**

Commissioner Wesson made a **MOTION** to **ADJOURN** the meeting. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

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John Trent, Chairman

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Sarah Tinkham, Clerk to the Board



C-4



Bertie County Tax Department  
PO Box 527  
106 Dundee St.  
Windsor, NC 27983  
Phone: (252) 794-5310  
Fax: (252) 794-5357

May 02, 2019

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **April** and this request for your approval is made pursuant to a "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

  
Tax Administrator

Approved on \_\_\_\_\_ 20\_\_\_\_

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Balance a Group

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Group: RLS\*19\*120  
Type: A Abatement/Relea  
Status: O Open

Group Total:	\$71,577.30-	Group Transaction Count:	1
Transactions Total:	\$71,577.30-	Transaction File Count:	1
Difference:	\$0.00	Difference:	0

=====

Enter certify batch as balanced(B) or cancel(XX)

RLS*19*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
20116	4/4/2019	Kelford Owner, LLC 16A32519.50	G01	\$71,577.30		\$0.00		\$71,577.30
		Lost court appeal for CIP						
								\$71,577.30



C-5



## RESOLUTION REGARDING MEDICAID TRANSFORMATION

**WHEREAS**, at the direction of the North Carolina General Assembly, the NC Department of Health and Human Services (DHHS) is implementing Medicaid Transformation which is creating new managed care programs for most Medicaid recipients in our State; and

**WHEREAS**, those offerings will include Standard Plans for most Medicaid recipients and Tailored Plans for Medicaid recipients with serious behavioral health needs and with intellectual and other developmental disabilities (I/DD); and

**WHEREAS**, those changes will have a significant impact on the Medicaid-eligible citizens of Bertie County; and

**WHEREAS**, Bertie County has invested significant resources to ensure adequate access for Bertie County citizens to mental health and addiction services, including dedicated funding for special school-based mental health treatment services; and

**WHEREAS**, Bertie County has an interest in maintaining the access to mental health and addiction services that it has created and in seeing its Medicaid-eligible citizens enroll in the plan that best meets their needs; and

**WHEREAS**, in the current design, school-based mental health providers are not considered “essential providers” with whom Standard Plans must contract; and

**WHEREAS**, if Standard Plans do not contract with school-based mental health providers those services may not continue to be financially viable; and

**WHEREAS**, DHHS indicates they plan to send Standard Plan implementation letters to most Medicaid recipients inviting them to choose a Standard Plan, including those who have been previously identified as being appropriate for Tailored Plans; and

**WHEREAS**, this has the potential to confuse those Medicaid recipients with serious behavioral health needs and I/DD, may result in them enrolling in a plan that does not meet their needs, and may cause them to lose access to critical services and benefits.

**NOW, THEREFORE BE IT RESOLVED** that we, the Bertie County Board of Commissioners do hereby request that the North Carolina Department of Health and Human Services:

- Refrain from sending any communication regarding enrollment in Standard Plans to individuals who have been identified as Tailored Plan eligible; and
- Designate providers of school-based mental health services as “essential providers” as that term is used in S.L. 2015-245.

This the 3<sup>rd</sup> day of June, 2019

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John Trent, Chairman

Attest:

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Sarah Tinkham, Clerk to the Board



## ***Medicaid Transformation Concerns: Talking Points***

### **1. People with serious mental illness, addictions and/or intellectual and developmental disabilities (I/DD) for whom Tailored Plan is appropriate will be included in “welcome letters” announcing Standard Plan implementation.**

- In designing its new Medicaid program, the General Assembly created two types of managed care plans: 1) Standard Plans for most Medicaid recipients that are scheduled to be implemented in a phased approach in November, 2019 and February, 2020 and 2) Tailored Plans for Medicaid recipients with serious behavioral health needs and I/DD to be implemented in July 2021.
- In the next few months the State will issue letters announcing the implementation Standard Plans and inviting recipients to choose between the available plans.
- Current planning is that those letters will go to recipients identified as being eligible for Tailored Plans as well as Standard Plans, creating unnecessary confusion at implementation and, potentially, causing some Medicaid recipients to enroll in a plan that will not meet their needs.
- Standard Plans will not have the full array of benefits available in Tailored Plans for people with mental illness and addictions and they will not include any habilitation services necessary for people with I/DD.
- DHHS says that people who enroll in the wrong type of plan by accident can “raise their hand” to be transferred to the proper plan, but that is a cumbersome, unnecessary process and overlooks the fact that people with serious disabilities may have challenges advocating for themselves.
- DHHS has already identified 114,688 individuals it believes are appropriate for the Tailored Plans. It would seem a simple solution to exclude those people from the Standard Plan mailing.
- Change this massive is bound to create some confusion, there is no need to add to that confusion for people with serious disabilities if it can be avoided.

### **2. School-Based Mental Health Services Should be considered “essential providers.”**

- School-based mental health treatment services have proven to increase student achievement and mental health, improve school safety, and address access and stigma concerns associated with children receiving mental health services.
- School-based mental health treatment is more expensive than typical clinic-based treatment because therapists are available to engage in activities which enhance student performance and school safety, such as collaboration with teachers, which are not billable to traditional funding sources.
- The Medicaid-eligible students served by school-based services will be enrolled in Standard Plans offered by commercial health insurers.
- Medicaid transformation legislation requires DHHS to identify “essential providers” who offer “services that are not available from any other provider within a reasonable access standard.” Standard Plans are required to contract with “essential providers.”
- To maintain the viability of school-based mental health services, those services and providers delivering those services should be classified as “essential providers.”



C-6

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
BERTIE COUNTY  
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina  
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Bertie County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Bertie County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete

administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

## **2.0 Terms of the MOU**

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

### **2.1 Default and Modification**

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County 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 MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

**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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

### **3.0 MOU Documents**

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
  - a. I-A: Child Support
  - b. I-B: Energy
  - c. I-C: Work First
  - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
  - a. III-A: Child Welfare – Child Protective Services
  - b. III-B: Foster Care
  - c. III-C: Work First
  - d. III-D: Adult Protective Services
  - e. III-E: Special Assistance
  - f. III-F: Child Care Subsidy

### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

### **5.0 Definitions**

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

### **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

### **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

### **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

**10.0 Secretary’s Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

**11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

**12.0 Notice**

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

**For the Department of Health and Human Services, Division of Social Services**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: <a href="mailto:Susan.Osborne@dhhs.nc.gov">Susan.Osborne@dhhs.nc.gov</a>

**For Bertie County**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

**13.0 Responsibilities of the Department**

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
    - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
    - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
    - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
    - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
  - b. Compliance Monitoring:
    - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
    - ii. Provide feedback to counties with recommended changes when necessary.



- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
  - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
  - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
  - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
  - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
  - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
  - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
  - iv. Provide counties with a timely response to requests for technical assistance or guidance.
  - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
  - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
  - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
  - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
  - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
  - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
  - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

#### **14.0 Responsibilities of the County**

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County’s performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities
  - a. Staff Requirements and Workforce Development:
    - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
  - b. Compliance:
    - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
    - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
    - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
  - c. Data Submission:
    - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
    - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
    - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
    - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
    - i. Respond and provide related action in a timely manner to all communications received from the Department.
    - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
    - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
  - e. Inter-agency Cooperation:
    - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
    - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
    - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
    - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

## 15.0 Data Security and Reporting

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

**16.0 Miscellaneous**

**Choice of Law:** The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU 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 contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

**Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

**Bertie County**

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**North Carolina Department of Health and Human Services**

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

DATE: \_\_\_\_\_

## ATTACHMENT I

### MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A  
MANDATED PERFORMANCE REQUIREMENTS:**

**Child Support**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.  42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B  
MANDATED PERFORMANCE REQUIREMENTS:**

**Energy Programs**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.  42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.  42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C  
MANDATED PERFORMANCE REQUIREMENTS:**

**Work First**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly



**ATTACHMENT I-D  
MANDATED PERFORMANCE REQUIREMENTS:**

**Food and Nutrition Services**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption.  7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly.  7 CFR § 273.18	Monthly

## ATTACHMENT II

### CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

#### 1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

#### 2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
  - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
  - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
  - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
  - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
  - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

**3. Failure to Complete Corrective Action Plan/Urgent Circumstances**

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

\*\* In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

## ATTACHMENT III

### PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.**

**ATTACHMENT III-A  
PERFORMANCE REQUIREMENTS:**

**Child Welfare – Child Protective Services**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County’s performance measure for FY 20-21 based on the County’s performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative &amp; Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County’s performance measure for FY 20-21 based on the County’s performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children’s Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B  
PERFORMANCE REQUIREMENTS:**

**Child Welfare - Foster Care**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure the ongoing safety of children and the engagement and well-being of families.  Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.  CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

	<p>in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.</p>		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children’s Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	<p>Monthly</p>
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**ATTACHMENT III-C  
PERFORMANCE REQUIREMENTS:**

**Work First**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly



**ATTACHMENT III-D  
PERFORMANCE REQUIREMENTS:**

**Adult Protective Services (APS)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment.  NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation.  NCGS 108A-103	Monthly

**ATTACHMENT III-E  
PERFORMANCE REQUIREMENTS:**

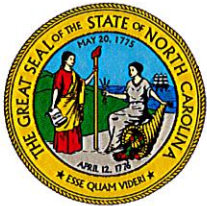
**Special Assistance (SA)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements.  Timely application processing of SAA benefits is essential to an individual's proper care and treatment.  10A NCAC 71P .0604	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure eligible individuals receive supplemental payments to support stable living arrangements.  Timely application processing of SAD benefits is essential to an individual's proper care and treatment.  10A NCAC 71P .0604	Monthly

**ATTACHMENT III-F  
PERFORMANCE REQUIREMENTS:**

**Child Care Subsidy**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>	<b>Report of Performance</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	<p>Ensure that families can place their children in quality child care without undue delay.</p> <p>North Carolina Child Care Development Fund State Plan</p>	Monthly



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**  
Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations

April 15, 2019

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). Fiscal Year (FY) 2018-2019 was the first year of these agreements.

This letter provides an overview of the MOU process for FY 2019-2020, outlines the actions that you will need to take, and includes attachments that you will need to review. In November 2018, an amendment was required to the original performance measures. Specifically, system level measures were moved from static numbers to growth measures. Further, the impact of Hurricane Florence on county and state operations delayed the data validation process. Because of these factors, no performance improvement or corrective action was initiated for MOU compliance for FY 2018-2019.

For FY 2019-2020, the performance measures remain the same as the previous MOU. DHHS has been working to create county level reports for these measures that will allow counties to produce reports for their performance on all measures and train counties in running these reports. Currently data for 13 measures can be locally generated and has been validated with DSS agencies. These measures can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for FY 2019-2020 and subject to performance improvement or corrective action.**

The remaining 13 measures, titled Performance Requirements, are found in Attachment III and **will not be included in any corrective action.** Ongoing monitoring and support activities will continue as they have in prior years for these remaining 13 measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Several items are included with this letter for your review and information:

- Fact Sheets for each program area that provide information on the measures
- Your individual county measures for the calendar year 2018
- Memorandum of Understanding for state fiscal year 2019-2020

**Please take the steps below and return signed agreements to Susan Osborne ([susan.osborne@dhhs.nc.gov](mailto:susan.osborne@dhhs.nc.gov)) and Gwen Waller ([Gwendolyn.Waller@dhhs.nc.gov](mailto:Gwendolyn.Waller@dhhs.nc.gov)) no later than June 30, 2019.**

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records. Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,



Susan G. Osborne  
Assistant Secretary for County Operations



MEASURE TYPE	NO.	MEASURE DESCRIPTION	DENOMINATOR DESCRIPTION	NUMERATOR DESCRIPTION	REPORTING PERIODS	PAGE #s
<b>CHILD SUPPORT SERVICES</b>						
<b>GROWTH</b>	<b>CS 1</b>	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Number of children in the caseload as of the end of the preceding fiscal year who were born out-of-wedlock	Number of children in the caseload in the fiscal year who were born out-of-wedlock with paternity established or acknowledged	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 2</b>	The county will achieve its given annual percentage of child support cases that are under an order.	Number of IV-D Cases	Number of IV-D Cases with support orders	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 3</b>	The county will achieve its given annual percentage of current child support paid.	Amount Owed for Current Support IV-D Cases	Amount Collected for current support in IV-D Cases	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 4</b>	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Number of IV-D Cases with Arrears Due	Number of IV-D Cases Paying Toward Arrears	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>GROWTH</b>	<b>CS 5</b>	The county will meet its annual goal of total child support collections.	Counties' goal for total collections as determined by the Child Support Services State office	Amount collected as reported using the XPTR report, IV-D Collections Report	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
<b>ENERGY PROGRAMS</b>						
<b>FIXED</b>	<b>EP 1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within one (1) business day for applicants with no heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6
<b>FIXED</b>	<b>EP 2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within two (2) business days of the application date for applicants who have a heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6

**FOOD AND NUTRITION SERVICES**

<b>FIXED</b>	<b>FNS 1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Total number of expedited applications processed during the reporting period	Number of expedited applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	Number of regular applications processed during the reporting period	Number of regular applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Total number of recertifications processed during the reporting period	Total number of recertifications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
<b>FIXED</b>	<b>FNS 4</b>	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Total number of claims established during the reporting period	Total number of claims established less than or equal to 180 days	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8

**WORK FIRST SERVICES**

<b>FIXED</b>	<b>WF 3</b>	The County will process 95% Work First applications within 45 days of receipt.	Total number of applications due in the reporting period	Total number of applications processed timely (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9
<b>FIXED</b>	<b>WF 4</b>	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Total number of recertifications due in the reporting period	Number of recertifications processed by the due date (last day of the current period)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9

**CHILD SUPPORT SERVICES  
CALENDAR YEAR 2018**

**CS 1: The county will achieve its given annual percentage of paternities established for children born out of wedlock.**

BERTIE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	100.00%	YES	97.04%	94.59%	1498	1417
FEBRUARY 2018	100.00%	YES	98.16%	94.86%	1498	1421
MARCH 2018	100.00%	YES	99.41%	95.33%	1498	1428
APRIL 2018	100.00%	YES	100.63%	95.93%	1498	1437
MAY 2018	100.00%	NO	101.83%	96.93%	1498	1452
JUNE 2018	100.00%	NO	102.85%	98.33%	1498	1473
JULY 2018	98.33%	NO	89.22%	91.59%	1427	1307
AUGUST 2018	98.33%	NO	90.58%	91.94%	1427	1312
SEPTEMBER 2018	98.33%	NO	91.68%	92.22%	1427	1316
OCTOBER 2018	98.33%	NO	92.97%	92.92%	1427	1326
NOVEMBER 2018	98.33%	NO	93.99%	93.76%	1427	1338
DECEMBER 2018	98.33%	NO	94.96%	93.97%	1427	1341

**CS 2: The county will achieve its given annual percentage of child support cases that are under an order.**

BERTIE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90.00%	YES	88.18%	93.20%	1706	1590
FEBRUARY 2018	90.00%	YES	87.91%	93.41%	1700	1588
MARCH 2018	90.00%	YES	87.77%	93.07%	1689	1572
APRIL 2018	90.00%	YES	87.88%	92.95%	1689	1570
MAY 2018	90.00%	YES	87.89%	92.41%	1700	1571
JUNE 2018	90.00%	YES	88.23%	91.66%	1702	1560
JULY 2018	90.00%	YES	85.73%	92.02%	1704	1568
AUGUST 2018	90.00%	YES	85.32%	92.03%	1682	1548
SEPTEMBER 2018	90.00%	YES	85.26%	91.72%	1678	1539
OCTOBER 2018	90.00%	YES	84.96%	92.15%	1668	1537
NOVEMBER 2018	90.00%	YES	84.89%	91.99%	1673	1539
DECEMBER 2018	90.00%	YES	85.27%	94.48%	1631	1541



CS 3: The county will achieve its given annual percentage of current child support paid.						
BERTIE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	70.00%	YES	67.61%	71.09%	\$1,564,488	\$1,112,159
FEBRUARY 2018	70.00%	YES	67.48%	71.07%	\$1,784,995	\$1,268,579
MARCH 2018	70.00%	YES	67.63%	71.34%	\$2,009,243	\$1,433,483
APRIL 2018	70.00%	YES	67.66%	71.19%	\$2,229,844	\$1,587,432
MAY 2018	70.00%	YES	67.82%	71.26%	\$2,449,720	\$1,745,670
JUNE 2018	70.00%	YES	67.85%	71.32%	\$2,664,049	\$1,900,129
JULY 2018	70.00%	YES	68.69%	72.53%	\$213,310	\$154,718
AUGUST 2018	70.00%	YES	68.76%	72.67%	\$428,018	\$311,058
SEPTEMBER 2018	70.00%	YES	67.83%	71.52%	\$640,485	\$458,090
OCTOBER 2018	70.00%	YES	68.23%	71.92%	\$850,842	\$611,903
NOVEMBER 2018	70.00%	YES	68.17%	71.84%	\$1,060,791	\$762,079
DECEMBER 2018	70.00%	YES	68.06%	71.61%	\$1,275,873	\$913,705

CS 4: The county will achieve its given annual percentage of cases that received a payment towards arrears.						
BERTIE COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	70.00%	YES	59.63%	63.32%	1273	806
FEBRUARY 2018	70.00%	NO	60.83%	64.40%	1278	823
MARCH 2018	70.00%	YES	63.55%	67.00%	1282	859
APRIL 2018	70.00%	NO	64.82%	67.75%	1290	874
MAY 2018	70.00%	NO	66.42%	68.59%	1302	893
JUNE 2018	70.00%	NO	67.30%	69.79%	1314	917
JULY 2018	69.79%	YES	31.95%	40.62%	1135	461
AUGUST 2018	69.79%	YES	42.92%	50.92%	1145	583
SEPTEMBER 2018	69.79%	YES	46.23%	53.41%	1157	618
OCTOBER 2018	69.79%	YES	51.99%	58.38%	1163	679
NOVEMBER 2018	69.79%	YES	55.52%	61.77%	1172	724
DECEMBER 2018	69.79%	YES	57.51%	62.73%	1186	744

**CS 5: The county will meet its annual goal of total child support collections.**

<b>BERTIE COUNTY</b>	<b>YOUR GOAL</b>	<b>IS THE GOAL ON TRACK?</b>	<b>STATE AVG (%)</b>	<b>COUNTY %</b>	<b>COUNTY DENOMINATOR</b>	<b>COUNTY NUMERATOR</b>
JANUARY 2018	\$2,616,862	NO	55.25%	54.61%	\$2,616,862	\$1,429,193
FEBRUARY 2018	\$2,616,862	NO	62.90%	61.93%	\$2,616,862	\$1,620,720
MARCH 2018	\$2,616,862	NO	72.76%	71.73%	\$2,616,862	\$1,876,994
APRIL 2018	\$2,616,862	NO	81.30%	79.66%	\$2,616,862	\$2,084,642
MAY 2018	\$2,616,862	NO	90.38%	88.16%	\$2,616,862	\$2,307,080
JUNE 2018	\$2,616,862	NO	98.69%	96.02%	\$2,616,862	\$2,512,772
JULY 2018	\$2,512,772	NO	8.17%	8.26%	\$2,512,772	\$207,643
AUGUST 2018	\$2,512,772	NO	16.27%	16.53%	\$2,512,772	\$415,373
SEPTEMBER 2018	\$2,512,772	NO	23.86%	24.13%	\$2,512,772	\$606,404
OCTOBER 2018	\$2,512,772	NO	32.20%	32.32%	\$2,512,772	\$812,088
NOVEMBER 2018	\$2,512,772	NO	40.19%	40.14%	\$2,512,772	\$1,008,720
DECEMBER 2018	\$2,512,772	NO	47.93%	47.86%	\$2,512,772	\$1,202,704

**ENERGY PROGRAMS  
CALENDAR YEAR 2018**

**EP 1: The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	91%	98%	143	140
FEBRUARY 2018	95%	No	90%	91%	11	10
MARCH 2018	95%	Yes	93%	100%	4	4
APRIL 2018	95%	Yes	92%	100%	3	3
MAY 2018	95%	Yes	87%	100%	1	1
JUNE 2018	95%	No	87%	0%	1	0
JULY 2018	95%	Yes	89%	100%	1	1
AUGUST 2018	95%	Yes	93%	100%	8	8
SEPTEMBER 2018	95%	No	91%	83%	6	5
OCTOBER 2018	95%	Yes	92%	100%	7	7
NOVEMBER 2018	95%	Yes	94%	100%	13	13
DECEMBER 2018	95%	Yes	93%	96%	27	26

**EP 2: The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	98%	316	311
FEBRUARY 2018	95%	No	95%	94%	36	34
MARCH 2018	95%	No	95%	90%	10	9
APRIL 2018	95%	Yes	96%	100%	4	4
MAY 2018	95%	Yes	97%	100%	14	14
JUNE 2018	95%	Yes	96%	100%	8	8
JULY 2018	95%	Yes	97%	100%	11	11
AUGUST 2018	95%	Yes	97%	96%	28	27
SEPTEMBER 2018	95%	No	98%	92%	13	12
OCTOBER 2018	95%	Yes	98%	100%	31	31
NOVEMBER 2018	95%	Yes	97%	98%	55	54
DECEMBER 2018	95%	Yes	97%	99%	100	99

**FOOD AND NUTRITION SERVICES  
CALENDAR YEAR 2018**

**FNS 1: The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	98%	46	45
FEBRUARY 2018	95%	Yes	97%	100%	27	27
MARCH 2018	95%	Yes	98%	100%	27	27
APRIL 2018	95%	Yes	98%	97%	39	38
MAY 2018	95%	No	97%	92%	24	22
JUNE 2018	95%	Yes	97%	100%	41	41
JULY 2018	95%	Yes	97%	97%	35	34
AUGUST 2018	95%	Yes	98%	95%	39	37
SEPTEMBER 2018	95%	No	97%	92%	25	23
OCTOBER 2018	95%	No	96%	94%	49	46
NOVEMBER 2018	95%	Yes	97%	100%	29	29
DECEMBER 2018	95%	No	97%	93%	42	39

**FNS 2: The County will process 95% of regular FNS applications within 25 days from the date of application**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	100%	59	59
FEBRUARY 2018	95%	Yes	98%	100%	80	80
MARCH 2018	95%	Yes	98%	100%	55	55
APRIL 2018	95%	Yes	98%	98%	60	59
MAY 2018	95%	Yes	98%	100%	70	70
JUNE 2018	95%	Yes	98%	99%	76	75
JULY 2018	95%	Yes	98%	100%	60	60
AUGUST 2018	95%	Yes	98%	100%	54	54
SEPTEMBER 2018	95%	Yes	96%	96%	54	52
OCTOBER 2018	95%	Yes	96%	100%	88	88
NOVEMBER 2018	95%	Yes	97%	99%	81	80
DECEMBER 2018	95%	Yes	97%	98%	64	63

**FNS 3: The County will ensure that 95% of FNS recertifications are processed on time, each month.**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	95%	100%	200	199
FEBRUARY 2018	95%	Yes	98%	98%	221	217
MARCH 2018	95%	Yes	98%	99%	233	231
APRIL 2018	95%	Yes	98%	100%	219	219
MAY 2018	95%	Yes	98%	100%	213	212
JUNE 2018	95%	Yes	98%	100%	224	224
JULY 2018	95%	Yes	98%	100%	207	207
AUGUST 2018	95%	Yes	98%	99%	224	222
SEPTEMBER 2018	95%	Yes	96%	98%	171	168
OCTOBER 2018	95%	Yes	88%	99%	278	276
NOVEMBER 2018	95%	Yes	97%	99%	226	223
DECEMBER 2018	95%	Yes	97%	99%	191	189

**FNS 4: The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.**

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90%	Yes	92%	100%	1	1
FEBRUARY 2018	90%	No	95%	89%	9	8
MARCH 2018	90%	N/A	94%	N/A	N/A	N/A
APRIL 2018	90%	Yes	97%	100%	2	2
MAY 2018	90%	No	95%	67%	3	2
JUNE 2018	90%	No	96%	67%	3	2
JULY 2018	90%	Yes	97%	100%	3	3
AUGUST 2018	90%	Yes	98%	100%	5	5
SEPTEMBER 2018	90%	Yes	97%	100%	8	8
OCTOBER 2018	90%	Yes	97%	100%	2	2
NOVEMBER 2018	90%	Yes	96%	100%	1	1
DECEMBER 2018	90%	N/A	95%	N/A	N/A	N/A

**WORK FIRST SERVICES  
CALENDAR YEAR 2018**

**WF 3:** The County will process 95% Work First applications within 45 days of receipt.

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	1	1
FEBRUARY 2018	95%	Yes	98%	100%	3	3
MARCH 2018	95%	Yes	99%	100%	1	1
APRIL 2018	95%	Yes	99%	100%	6	6
MAY 2018	95%	Yes	99%	100%	3	3
JUNE 2018	95%	Yes	98%	100%	5	5
JULY 2018	95%	Yes	99%	100%	3	3
AUGUST 2018	95%	No	98%	67%	3	2
SEPTEMBER 2018	95%	Yes	98%	100%	4	4
OCTOBER 2018	95%	Yes	96%	100%	1	1
NOVEMBER 2018	95%	Yes	99%	100%	9	9
DECEMBER 2018	95%	Yes	98%	100%	2	2

**WF 4:** The County will process 95% Work First recertifications no later than the last day of the current recertification period.

BERTIE COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	1	1
FEBRUARY 2018	95%	N/A	96%	N/A	N/A	N/A
MARCH 2018	95%	N/A	96%	N/A	N/A	N/A
APRIL 2018	95%	Yes	99%	100%	4	4
MAY 2018	95%	No	94%	0%	1	0
JUNE 2018	95%	N/A	97%	N/A	N/A	N/A
JULY 2018	95%	N/A	97%	N/A	N/A	N/A
AUGUST 2018	95%	Yes	96%	100%	1	1
SEPTEMBER 2018	95%	Yes	96%	100%	1	1
OCTOBER 2018	95%	N/A	97%	N/A	N/A	N/A
NOVEMBER 2018	95%	N/A	100%	N/A	N/A	N/A
DECEMBER 2018	95%	Yes	100%	100%	2	2



# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ADULT SERVICES PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Adult Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Adult Services performance measures: two Adult Protective Services (APS) measures and two State-County Social Assistance measures. Together, these four measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being of older adults and individuals with disabilities. The goal is to provide services and protections to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves with the goal of helping them return to independent, community living.

### BASIS

[NC G.S. 108A-103 Article 6](#) requires that an APS evaluation shall be completed within 30 days for allegations of abuse or neglect and within 45 days for allegations of exploitation. [NC Administrative Rule: 10A NCAC 71P .0604](#) requires that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.



## A Closer Look: Adult Protective Services Performance Measures

### 1. County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Responding quickly to allegations of adult abuse, neglect or exploitation is essential in order to make a case decision that will allow the necessary services to be provided to protect the adult. While state statute does not specify a percentage, 95% was selected because counties encounter extenuating circumstances that preclude them from completing a timely evaluation. Timely completion of 95% of these reports indicates substantial compliance with the statute.

#### BASIS

State law requires that the director of social services receiving a report that an adult needs protective services make a prompt and thorough evaluation to determine whether the adult needs protective services and what services are needed. By statute, the evaluation shall be completed within 30 days for allegations of abuse or neglect.

- NC State Statute: [NC G.S 108A-103](#)

### 2. County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Protecting a disabled adult from being improperly used for another's profit or advantage is critical to ensuring their safety and well-being. The most common form of exploitation is related to financial misuse. Therefore, evaluating reports of exploitation often requires that APS staff have access to records from care providers and financial institutions. This can lengthen the time needed to make a determination on the need for protection. Timely completion of 85% of these reports indicates substantial compliance with the statute.

#### BASIS

State law requires the director of social services to make a prompt and thorough evaluation of any report of potential adult abuse, neglect or exploitation and determine whether or not an adult needs protective services and what services are needed. The evaluation should be completed within 45 days for allegations of exploitation.

- NC State Statute: [NC G.S 108A-103](#)



## A Closer Look: State-County Special Assistance Performance Measures

The NCDHHS-County Memorandum of Agreement includes two State-County Special Assistance Measures. These measures address the timeliness in which the County DSS processes applications for State-County Special Assistance (SA), which pays for room and board for low-income individuals needing care in an assisted living facility. NC Administrative Code (10NCAC 71P.0604) sets the timeliness requirement for processing SA applications.

### 1. County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Timely receipt of these benefits is essential to ensure proper care and treatment. While state rule does not specify a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the state rule.

#### BASIS

State administrative rules require that applications be processed and a notice approving or denying the application stating the effective date be mailed within 45 calendar days from the date the application form is signed for persons aged 65 and older.

- NC Administrative Rule: [10A NCAC 71P .0604](#)

### 2. The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

Individuals in need of placement in an assisted living facility generally require prompt placement to avoid further decline in health or possible harm. State-County Special Assistance (SA) pays for room and board for eligible individuals in a licensed assisted living facility. Eligibility for SA also qualifies an individual to receive Medicaid benefits. Timely receipt of these benefits is essential to ensure proper care and treatment. DSS staff are required to verify several factors to determine eligibility related to income and assets.

While the state rule does not speak to a percentage rate, 85% was selected because counties may encounter extenuating circumstances that preclude them from completing a timely determination of eligibility. Timely determination for 85% of applications indicates substantial compliance with the Rule.

#### BASIS

State regulations require that applications be processed and a notice approving or denying the application stating the effective date of the payment be mailed within 60 calendar days from the date the application form is signed for persons aged less than 65.

- NC Administrative Rule: [10A NCAC 71P .0604](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD CARE ASSISTANCE SERVICES PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Care Assistance Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes one Subsidized Child Care Assistance Program performance measure. This measure ensures that family eligibility determination and processing of applications for Subsidized Child Care Assistance (SCCA) are performed in a timely manner. This attention to timeliness allows families to begin work or educational activities while their children access quality child care programs. If applications are not processed in a timely manner, families can lose an employment opportunity or may not be able to keep their job or remain in school, if redetermination is delayed.

### BASIS

The federal [Child Care and Development Fund Block Grant Act of 2014 \(Act\)](#) provides for assistance to low-income families who are working and/or engaged in educational activities to ensure equal access to high-quality child care services. The Code of Federal Regulations (CFR) at 45 CFR Part 98 describes the requirements for implementation of the Act. Plan provisions at § 98.16 describe requirements the Lead Agency (State) must include in its triennial CCDF Plan (Plan). The State is required to describe how it will ensure timely eligibility determination and processing of applications as a required part of the Plan as stated at § 98.16 (h)(7). The State's current, approved Plan specifies 30 days as the required timeline for the processing of both initial and redetermination applications in section 3.1.8.

### FEDERAL COMPLIANCE INSTRUMENTS

States are assessed for compliance on a three-year cycle. The Act at Subpart K – Error Rate Reporting at § 98.101 describes the Case Review Methodology used to assess compliance with requirements for administration of the Act. This review process meets the following requirements:

- Improper Payments Information Act of 2002 (IPIA)
- Improper Payments Elimination and Recovery Act of 2010 (IPERA)
- Improper Payments Elimination and Recovery Improvement Act of 2012 (IPERIA)
- Executive Order 13520 – Reducing Improper Payments 2009

## A Closer Look: Child Care Assistance Performance Measures

1. The County will process 95% of Child Care Subsidy initial and redetermination applications within 30 calendar days of the application date.

**NOTE:** Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure that families can place their children in quality child care without an undue delay due to administrative processes so that they can begin or ensure continuity of work or approved educational activities.

### BASIS

The current, approved State Plan specifies the 30-day eligibility determination requirement in section 3.1.8.

- [North Carolina Child Care Development Fund Plan](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD SUPPORT PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

**Child Support Services**

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan’s Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Support Measures Selected?

The NCDHHS-County Memorandum of Agreement includes five child support performance measures. The aim of the performance measures is to ensure that child support is a reliable, accessible source of income so that custodial families can become self-sufficient. Studies have shown that policies to collect child support not only increase financial resources to families, but their impact on payments increase visitation and contact between the children and their parents.

### BASIS

The [Personal Responsibility and Work Opportunity Reconciliation Acts \(PRWORA\) of 1996](#), Section 454 of the Social Security Act ([42 U.S.C. 654](#)), [42 U.S.C. 658a\(b\)\(6\)](#), [Public Law 105-200, Section 201](#), and [N.C.G.S. 110-129.1\(a\)\(9\)](#) establish guidelines for performance and an incentive system to provide additional payments to any State based on its performance under the program. The Child Support Performance and Incentive Act of 1998 (CSPIA) ([Public Law 105-200, Section 201](#)) provides the legal basis for the incentive award system. The purpose of Title IV-D incentives is to reward child support programs for good performance results, while holding these programs accountable for poor performance.

Eligibility for and the amount of incentive funding depends on all of the following:

- The total amount of federal funds that are available for a fiscal year.
- The state performance levels in five program service areas (paternity establishment, support establishment, current support payments, payments toward arrearages, and cost effectiveness). The federal Office of Child Support Enforcement (OCSE) distributes a shared pool of federal incentive funds to the states each year. To receive these funds, states must reach a specific level of performance for each of these program service areas.
- The reliability of the state’s data as determined by OCSE’s annual Data Reliability Audit (DRA). States must prove that their child support collection data in their computer systems is ninety-five percent (95%) reliable and accurate, based on the DRA (pursuant to 45 CFR 305).
- The relative performance levels of other states.



Each federal fiscal year, 85% of the federal incentive funds is shared with the counties, based on their performance in the program service areas mentioned above. The North Carolina Child Support Services (NCCSS) Central Office retains the remaining 15% to enhance centralized child support services.

Federal Regulations [45 CFR 303.52](#) require state IV-D programs to develop a standard methodology for the disbursement of incentive funds to the county/local agencies that are designated as the administrators of their child support programs.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

## A Closer Look: Child Support Performance Measures

In accordance with Federal Regulations at [45 CFR 305.2](#), the federal Office of Child Support Enforcement (OCSE) determines incentive funding for states by measuring performance levels in these five program areas identified below. County performance measures are established not only to ensure that we meet the performance measures set by the federal government, but that our program is focused on improving the economic self-sufficiency of families with children. Counties falling below the minimum federal performance measure are subject to a corrective action plan.

### 1. County will achieve its given annual percentage of paternities established for children born out of wedlock.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

Paternity establishment is an essential component in obtaining and enforcing support orders for children. The Paternity Establishment Percentage (PEP) is the percentage of children born out of wedlock for whom paternity has been established or acknowledged.

#### BASIS

Federal regulations require states to have a 90% minimum PEP rate to earn full incentives and avoid penalties to TANF block grant funding. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)

- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(A\)](#)

- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

### 2. County will achieve its given annual percentage of child support cases that are under an order.

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

#### RATIONALE

A child support order obligates noncustodial parents to provide financial support for their children and stipulates the amount of the obligation and how it is to be paid. Child support payments enable parents who do not live with their children to fulfill their financial responsibility to them by contributing to the payment of childrearing costs.

#### BASIS

Monthly performance is calculated for county/local agencies by determining the number of IV-D cases with child support orders as a percentage of their overall caseload. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal laws as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)

- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(B\)](#)

- North Carolina General Statute: [N.C.G.S. 110-129.1\(a\)\(9\)](#)

**3. County will achieve its given annual percentage of current child support paid.**

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

**RATIONALE**

The current collection rate is an indicator for the regular and timely payment of child support. Higher rates mean better compliance with the support order and lower accumulation of arrears.

**BASIS**

“Current support” is the money that is applied to current support obligations and does not include payments toward arrearages. Monthly performance is calculated by determining the amount of current support that is collected as a percentage of the total amount of current support obligations due. The average of these monthly percentages is reported at the end of the federal fiscal year. To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina General Statute: [110-129.1\(a\)\(9\)](#)

**4. County will achieve its given annual percentage of cases that received a payment towards arrears.**

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

**RATIONALE**

Child support collections has been shown to reduce the child poverty rate and improve child well-being. Studies also show that receipt of child support has a positive effect on academic achievement and improves young children’s cognitive development.

**BASIS**

To ensure continuous improvement, individualized county performance measures are established based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(D\)](#)
- NC General Statute: [110-129.1\(a\)\(9\)](#)

**5. County will meet its annual goal of total child support collections.**

**NOTE:** For 2019-20, all Child Support performance measures will be growth measures. Counties have individual targets for the current fiscal year for these measures based on their performance for the preceding state fiscal year.

**RATIONALE**

Regular and consistent child support payments support family self-sufficiency. Research shows that the payment of child support leads to increased involvement and influence of noncustodial parents in their children’s lives.

**BASIS**

In North Carolina, this performance measure is tracked by looking at the total amount of child support payments that are collected by the county. To ensure continuous improvement, individualized county performance measures are established. Due to an inability to calculate the cost-effectiveness measure on a state fiscal year, that goal is translated into a total collections goal. Even though the goal does not measure actual cost-effectiveness, Counties should remain mindful of expenditures to ensure that they are staying at or above the \$5.00/\$1.00 ratio. The cost effectiveness standard, which is the basis for the total child support collections goal is based on state and federal regulations as listed below.

- Federal Code: [42 U.S.C. 652\(g\)\(1\)\(A\)](#)
- Federal Code: [42 U.S.C. 658a\(b\)\(6\)\(C\)](#)
- North Carolina Administrative Code: [110-129.1\(a\)\(9\)](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT CHILD WELFARE PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Child Welfare Measures Selected?

The NCDHHS-County Memorandum of Agreement includes six child welfare performance measures. Together, the six measures address the immediate safety, ongoing protection from abuse and neglect, and long-term security and well-being for children entering the state's child welfare system.

### BASIS

The federal [Child Abuse Prevention and Treatment Act \(CAPTA\)](#) of 1974 and subsequent amendments provide the foundational guidance for government's role in child protection. CAPTA requires states to identify a minimum set of acts or behaviors that define child abuse and neglect and establish timeframes for responding to reports of abuse and neglect. Other federal law, funding and regulations also govern components of child welfare — for example, both [Titles IV-B and IV-E of the Social Security Act \(SSA\)](#). Title IV-B addresses the provision of child welfare services that can be used for prevention of and response to child abuse and neglect. Title IV-E of the Social Security Act (SSA) focuses on providing safe and stable care for children who are in out-of-home care due to child maltreatment until they can achieve placement permanency by being safely returned home, placed permanently with adoptive families, or placed in other planned arrangements. The Code of Federal Regulations (CFR) [Part 45 1357.10](#) further define requirements for child welfare services.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.



## FEDERAL COMPLIANCE INSTRUMENTS

The federal Children's Bureau assesses states for "substantial conformity" with federal requirements for child welfare services through a periodic Child and Family Services Review (CFSR). Federal guidelines define "substantial conformity" to mean the measure is achieved in 95% of cases reviewed. Two relevant tools are used to evaluate state compliance during the CFSR. They are:

- National Standards for State Performance on Statewide Data Indicators: The Data Indicators are aggregate measures, calculated using available administrative data. These measures look at outcomes for children; for example, whether or not a child is a victim of child abuse or neglect while in foster care, whether or not a child is a repeat victim of abuse or neglect, or whether or not a child is able to achieve a permanent home in 12 months.
- The Onsite Review Instrument (OSRI) includes only a limited sample of case reviews, interviews with children and families engaged in services, and interviews with community stakeholders – such as courts, community agencies, foster families, caseworkers, and service providers. The OSRI looks at **outcomes for children and the type and quality of services children and in child welfare services receive**. The OSRI involves an intensive review of small sampling of family case records and looks not only at whether or not a particular service or action occurred, but whether or not it was performed in a quality manner. Therefore, the OSRI measures are NOT used as a basis for the NCDHHS County Performance Measures, because data for the Performance Measures must be available for all counties and all cases and recipients of services.

## A Closer Look: Child Welfare Performance Measures

### 1. County will initiate 95% of all screened in reports within required timeframes.

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

#### RATIONALE

The intent of this measure to ensure allegations of child abuse, neglect and dependency are initiated within mandated timeframes. This measure addresses how quickly a "screened in" report of child maltreatment (physical, sexual or psychological abuse, neglect, dependency, or human trafficking) must be followed up on with a full investigation. A "screened in report" means that information gathered in the report of child maltreatment has been determined by a county child welfare intake caseworker and supervisors to meet the legal definition of child maltreatment. That same caseworker and their supervisor will determine the urgency of conducting the investigation depending on the nature and severity of the alleged abuse, neglect, exploitation, or dependency.

#### BASIS

In North Carolina, the timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, 24 or 72 hours, depending on the severity of the alleged abuse. NC Administrative Rule and the NCDHHS Family Services Manual further define the processes for adhering to the state law.

- NC State Statute: G.S. §7B-302
- NC Administrative Rule: 10A NCAC 70A.0105
- NCDHHS Family Services Manual: Vol 1, Chapter VIII, Section 1408 Investigative and Family Assessments



**2. For children who were victims of maltreatment during a 12-month period, no more than 9.1% received a subsequent finding of maltreatment.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm. This measure assesses whether the child welfare agency was successful in preventing subsequent maltreatment of a child if the child was the subject of a substantiated or indicated report of maltreatment.

**BASIS**

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that the recurrence of substantiated or indicated maltreatment 9.1% or less.

- [National Standards for State Performance on Statewide Data Indicators](#); pages 3,4 and 6

**3. The county will ensure that 95% of all foster youth have face to face visit by the social worker each month.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure the ongoing safety of children and the engagement and well-being of families. Caseworkers meet with children and families to monitor children's safety and well-being; assess the ongoing service needs of children, families and foster parents; engage biological and foster parents in developing case plans; assess permanency options for the child; monitor family progress toward established goals; and ensure that children and parents are receiving necessary services.

**BASIS**

The [Child and Family Services Improvement Act of 2006](#) amended Part B of Title IV of the Social Security Act to require that, "at a minimum ... children are visited on a monthly basis and that the caseworker visits are well-planned and focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the children."

- [Child and Family Services Improvement Act of 2006](#) Section 7 - Monthly Caseworker Standard; revises Section 422(b) of the Social Security Act (42 U.S.C. 622(b))

**4. The county will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

**RATIONALE**

The intent of this measure is to ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their homes. Permanency includes discharges from foster care to reunification with a child's parents or primary caregivers, living with a relative, guardianship, or adoption.

**BASIS**

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that at least 40.5% of all children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.

- [National Standards for State Performance on Statewide Data Indicators](#); pages 4 and 6

5. **The county will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure that children exiting foster care either through reunification, guardianship, or adoption are in stable homes so that they do not re-enter foster care. The measure assesses whether the agency's programs and practice are effective in supporting reunification and other permanency goals so that children do not return to foster care.

### BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that no more than 8.3% of all children who enter into and are discharged from foster care within a 12-month period re-enter foster care within 12 months of their discharge.

- [National Standards for State Performance on Statewide Data Indicators: pages 5 and 6](#)

6. **The county will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1,000 days of foster care will not exceed 4.1%.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

Research shows that children who experience fewer placement changes are more likely to experience fewer school changes, less trauma and distress, and less mental health and behavioral problems. Research also suggests that fewer placements therefore contribute to better academic achievement and lasting positive relationships with an adult. This measure assesses whether the agency ensures that children whom the agency removes from their homes experience stability while they are in foster care.

### BASIS

This performance measure is one of the National Standards for State Performance on Statewide Data Indicators that the Children's Bureau uses to determine state's conformity with Titles IV-B and IV-E of the Social Security Act through the Child and Family Services Reviews (CFSRs). The National Standard is that of all children who enter foster care in a 12-month period, the average rate of placement moves per 1,000 days of foster care does not exceed 4.1%.

- [National Standards for State Performance on Statewide Data Indicators: pages 5 and 6](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT ENERGY PROGRAMS PERFORMANCE MEASURES FACT SHEET

Adult  
Services

Child Care  
Assistance Services

Child Support  
Services

Child Welfare  
Services

Energy  
Programs

Food and  
Nutrition Services

Work First  
Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Energy Programs Measures Selected?

The NCDHHS-County Memorandum of Agreement includes two Energy Performance measures. Energy programs help low-income families, seniors and adults with heating and cooling to protect their health and well-being. These energy programs provide financial assistance so that vulnerable populations in our communities do not have to make difficult choices between heating and cooling their homes or affording other basic necessities such as food, medicine or shelter. Together the two measures address the federal requirements to assist households with the lowest incomes that pay a high proportion of household energy bills.

### BASIS

The Federal LIHEAP Statute and Regulations and subsequent amendments provide the foundational guidance for government's role in the administration of the Energy program. The LIHEAP statute was amended in 2005 by Subtitle B of the Energy Policy Act of 2005 (Public Law 109-58) which reauthorized LIHEAP through FY 2007. The LIHEAP statute is codified in the United States Code at: [42 U.S.C. § 8621-8630 \(2008\)](#).

The US HHS regulations for the LIHEAP block grant are found in [45 C.F.R. § 96. Subparts A-F, H](#) of the US HHS block grant regulations also pertain to LIHEAP. The Administration for Children and Families (ACF) conducts compliance reviews. States determined to be in noncompliance face penalties of repayment of misspent funds and/or withholding of federal funds.

## A Closer Look: Energy Programs Performance Measures

- 1. **The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.**

### RATIONALE

The intent of this measure to ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.

### BASIS

Federal Code requires that within one business day after a household applies for crisis benefits, the State will provide assistance that will resolve the energy crisis if a household is eligible to receive benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V

- 2. **The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business day for applicants with who have a heat or cooling source.**

### RATIONALE

The intent of this measure to ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.

### BASIS

Federal Code requires that within 48 hours after a household applies for crisis benefits, the State will provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation. North Carolina Administrative Code provides regulations on eligibility criteria.

- Federal Regulation: 42 U.S.C. § 8621-8630 (2008).
- NC Administrative Code: 10A NCAC 71V







# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT FOOD AND NUTRITION SERVICES PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law - [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Food and Nutrition Services Measures Selected?

The NCDHHS-County Memorandum of Agreement includes three Food and Nutrition Services (FNS) performance measures. Research shows that FNS Supplemental Nutrition Assistance Program (SNAP) benefits reduce poverty and food insecurity, and that this leads to improved health and economic outcomes over the long-term, especially for those who receive SNAP as children.

### BASIS

The [Food and Nutrition Act of 2008](#) (As amended Through P.L.113-79, Effective Feb. 7, 2014) provides the foundational guidance for administration of the FNS program.

### FEDERAL COMPLIANCE AND STATE INSTRUMENTS

The USDA is mandated by federal regulations to monitor program administration and operation of Food and Nutrition Services program. Monitoring of the state's compliance is completed through the Management Evaluation process. The Management Evaluation address and assess State agency achievement of program objectives and FNS' strategic performance objectives and priorities.

## A Closer Look: Food and Nutrition Services Performance Measures

### 1. The County will process 95% of regular FNS applications within the required timeframes.

#### RATIONALE

The intent of this measure to ensure all regular FNS applications are processed within the required timeframe. A food-secure household means that all members of the household receiving FNS benefits have access to healthy and nutritious food to support the health and well-being of the family including children, the elderly and disabled.

#### BASIS

The State is required to ensure benefits are available to the household no later than thirty (30) calendar days following the date of application. To ensure households are provided with benefits in a timely manner, FNS applications and reapplications must be approved no later than the twenty-fifth (25th) calendar day from the date of the application for regular FNS application and no later than four (4) calendar days for households identified as expedited.

- Federal Regulation: [7 CFR 274.2](#)
- Federal Regulation: [FNS 315 Application Time Frames](#)
- Federal Regulation: [FNS 320 Expedited Service](#)
- Federal Program Policy: [FNS Administrative Letter 1-2015](#)

### 2. The County will ensure that 95% of FNS recertifications are processed within the required timeframes each month.

#### RATIONALE

The intent of this measure is to ensure that families that were previously determined eligible have their recertification for benefits processed in a timely manner to ensure uninterrupted access to healthy and nutritious food to support the health and well-being of families that continue to be eligible for FNS benefits.

#### BASIS

In accordance with federal regulation, the State is required to ensure that households who received a notice of expiration and reapplied, receive either a notice of eligibility or a notice of denial no later than thirty (30) days from the last allotment received.

- Federal Regulation: [7 CFR 273.14 Recertification](#)

### 3. The County will ensure that 90% of program integrity claims are established within the required timeframe.

#### RATIONALE

Program integrity ensures that allegations of fraud are addressed promptly.

#### BASIS

The State must establish a claim within 180 days from the date of discovery. The date of discovery is the date the overpayment amount was determined. The state is required to ensure 90 percent of all claims are established or processed within the 180 days.

- Federal Regulation: [7 CFR 273.18](#)





# 2019-20 NCDHHS/COUNTY MEMORANDUM OF AGREEMENT WORK FIRST PERFORMANCE MEASURES FACT SHEET

Adult Services

Child Care Assistance Services

Child Support Services

Child Welfare Services

Energy Programs

Food and Nutrition Services

Work First Services

## WHAT ARE THE PERFORMANCE MEASURES?

In 2017, the North Carolina General Assembly passed the Family/Child Accountability and Protection Act/Rylan's Law – [Session Law 2017-41](#). The law requires all counties to enter into an annual agreement with the NC Department of Health and Human Services (NCDHHS) for all social services programs excluding medical assistance (NC Medicaid). The goal of the annual agreements is to support the provision of consistent, quality child welfare and social services that ensure the safety, health and well-being of children, adults and families served across North Carolina.

The law requires the agreement to contain performance requirements and administrative responsibilities. This fact sheet is one of seven fact sheets describing the 26 performance measures in the 2019-20 Memorandum of Agreement. The seven fact sheets address: 1) Adult Services, 2) Child Care Assistance Services, 3) Child Support Services, 4) Child Welfare Services, 5) Energy Programs, 6) Food and Nutrition Services, and 7) Work First Services.

## Why Were These Work First Measures Selected?

The NCDHHS-County Memorandum of Agreement includes four Work First performance measures. Together, the four measures assist families in reaching their goals of self-sufficiency and reduce the need for public assistance programs through job preparation and work activities. The work participation requirements govern the federal block grant funding and the provisions to provide timely assistance to eligible county residents.

### BASIS

[Title IV-A of the Social Security Act \(SSA\)](#) and [The Personal Responsibility and Work Opportunity Reconciliation Act \(PRWORA\)](#) provide the foundational guidance for the government's accountability in assisting needy families with children. Title IV-A addresses the required submission of a State Plan in which the State program defines timelines for the determination of assistance. PRWORA and the subsequent reauthorization, [Deficit Reduction Act of 2005](#) requires states to ensure participants subject to work participation requirements meet specific work participation measures.

### FEDERAL COMPLIANCE INSTRUMENT

The Administration for Children and Families (ACF) assesses states for compliance with the federal requirements through the TANF Work Participation Rates, All Family and Two-Parent. Federal regulation defines compliance to mean that 50% of all families and 90% of all two-parent families receiving cash assistance and subject to the work requirements meet the required number of work participation hours. States are required to monitor and document the required work participation hours and submit the data to ACF. [Title IV-A of the SSA](#) requires that eligibility determination must be provided in a reasonable and prompt manner (timely). The [North Carolina TANF State Plan](#) defines reasonable and prompt manner or timeliness for applications as 45 calendar days from the application date. The timeliness for the recertification for a cash assistance is no later than the last day of the current certification period.

The TANF Data Report (ACF-199) is the federal tool used to evaluate state compliance. ACF uses this report to calculate the work participation rates for North Carolina. The state is required to collect relevant data monthly and report it to ACF.

When ACF determines a state to not to have achieved substantial conformity in all the areas assessed, the state must develop and implement a Program Improvement Plan that addresses the areas of nonconformity. Penalties for failing to comply with requirements may include withholding of funds by the federal government that are allocated to counties by North Carolina to cover administrative costs for Work First Program services.

## A Closer Look: Work First Services Performance Measures

1. **The County will ensure that 50% of all work-eligible individuals complete the required number of hours of federally countable work activities.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure all work-eligible individuals are engaged in federally countable work activities. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

### BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)

2. **The County will ensure that 90% of two-parent families with work-eligible individuals have completed the required number of hours of federally countable work activities.**

**NOTE:** This measure is a growth measure. Performance over prior years will be compiled and shared with counties. For Fiscal Year 2019-2020 MOU, the Department will not initiate any corrective action for a county's performance related to this MOU performance measure.

### RATIONALE

The intent of this measure is to ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. This measure promotes job preparation and work. Through this program families develop work experience which will enable them to find full-time sustainable employment, exit public assistance programs, and become self-sufficient.

### BASIS

This performance measure is one of the Work Participation indicators designed to measure the state's conformity to TANF federal regulation. NC General Statute and NCDHHS TANF State Plan further define the expectations for this program.

- NC General Statute: [NC GS 108A-27.2\(10\)](#)
- NC General Statute: [NC GS 108A-27.6\(1\)](#)
- NC General Statute: [NC GS 108A-27.13\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(a\)](#)
- NC General Statute: [NC GS 108A-27.14\(b\)](#)
- State Plan: [TANF State Plan FFY 2016 – 2019](#)



### 3. The County will process 90% of Work First applications within 45 days of receipt.

#### RATIONALE

The intent of this measure is to ensure that families receive the Work First benefits for which they are eligible in a timely manner. Families that participate in the Work First Program rely on this service for cash assistance, job placement, training and education. Timely processing of applications ensures that applicants can access these services quickly and begin to receive services that lead to self-sufficiency.

#### BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)

### 4. The County will process 90% of Work First recertifications no later than the last day of the current certification period.

#### RATIONALE

The intent of this measure is to ensure that families who were previously determined eligible for the Work First program continue to receive assistance and benefits without an unnecessary interruption in their benefits and case work services.

#### BASIS

This performance measure determines the state's conformity with Title IV-A of the Social Security Act to provide eligibility determination in a reasonable and prompt manner. NC General Statute and the NC State Plan provides the basis for program policy.

- North Carolina General Statute: [NC GS 108A-31](#)
- State Plan: [TANF State Plan FFY 2016 - 2019](#)





C-7

## CONTRACTUAL AGREEMENT BETWEEN

**Bertie County Council on Aging**

**&**

**Interim Healthcare-Morris Group, Inc.**

THIS AGREEMENT is made and entered into the 1<sup>st</sup> day of **July, 2019**, by and between Bertie County Council on Aging (“**BCCOA**”) and Interim Healthcare-Morris Group, Inc. (“**IHMC**”), **Provider**.

### WITNESSETH

WHEREAS, BCCOA is engaged in the provision of In-Home services to its clients in Bertie County; and

WHEREAS, BCCOA seeks to make available all needed modalities of care to its clients and therefore, desires to have available the services for qualified nursing assistants, and Personal Care Aides to render home care services directly to its clients; and

WHEREAS, Provider employees qualified nursing assistants, and Personal Care Aides as defined in 42 C.F.R. SECTION 484 and 10 NCAC 3L, and is willing to provide such supplemental staffing for intermittent home care services on an as-needed basis to BCCOA pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and a sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **I. SCOPE OF AGREEMENT**

- A. Provider shall allow certain of its nursing staff to provide home care services on an as-needed basis to those patients specified by BCCOA. Such home care services shall be provided in accordance with 42 C.F.R SECTION 484 and 10 NCAC 3L, and in accord with IHMC policies and procedures. The services shall be rendered within the scope and limitations set forth in the plan of care, as established by the physician in coordination with the professional staff of Provider and BCCOA. Provider shall schedule visits according to the care plan and applicable BCCOA policies and procedures. BCCOA shall be responsible for transmittal of the initial care plan to Provider. Except in emergency situations, the type, scope or duration of said plan of care, including discharge planning, shall not be altered by Provider without coordination with the professional staff of BCCOA, and the approval of BCCOA’s responsible authority. BCCOA shall give assignments to Provider staff under this Agreement on a pro basis.
- B. BCCOA retains exclusive authority to admit patients into its home care services programs and to designate patients to be served by Provider.
- C. Provider shall provide BCCOA with evaluations, visit reports, time sheets, clinical progress reports and discharge summaries for each patient to whom Provider has rendered services in such form and at such times as directed by BCCOA.
- D. Provider shall meet all Federal and State requirements relating to professional qualifications, functions, supervision and in-service education.
- E. BCCOA is responsible for coordinating the timely transmittal of information to Provider required for the orderly and efficient delivery of services.

- F. BCCOA shall in no way restrict or limit the right of any employee of Provider to exercise independent professional judgement as to the type of services needed and the manner in which they are to be performed. Provider shall manage and supervise its home care staff who provides services under the terms of this agreement.
- G. Personal protective equipment for staff will be the responsibility of Provider.
- H. Provider will maintain personnel files with copies of health information, licenses and/or qualifications, along with other such information as required by Provider Organization, State and/or Federal regulations for each individual employed by Provider in the performance of the agreement and will provide copies to BCCOA upon request.
- I. Provider agrees that this relationship with BCCOA shall be that of an independent contractor. The parties hereto further agree that nothing contained herein shall be deemed to create any type of agency, servant or employee/employer relationship.
- J. Both parties shall comply with all applicable Federal, State, and local laws and regulations and shall conform to the standards of the Department of Health and Human Services and such other agencies as are responsible for regulating the parties hereunder. Provider shall also maintain the confidentiality of all medical records and information in accord with applicable state and federal laws, rules and regulations, HIPPA regulations, and BCCOA policy.
- K. Provider shall provide home care services to BCCOA's patients in Bertie County.
- L. As a means of promoting continuity of care and developing effective working relations between the parties' staff, Provider shall endeavor to minimize changes in its staff who provide home services to patients designated by BCCOA. Provider staff shall regularly participate in case conference conducted at BCCOA's office or at such place or through other means of communication acceptable to both parties.
- M. Provider shall not use the name of BCCOA in any of Provider's recruitment materials, advertisements or other publications without the prior approval of BCCOA.

## **II. LIABILITY**

- A. Provider shall at all times maintain in full force and effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate through a program of self-insurance or a commercial insurance carrier. Upon BCCOA's written request, the Provider shall provide a certificate of insurance to BCCOA which sets forth the type of coverage provided and the limits of coverage and which endeavors to provide to BCCOA thirty (30) days advance written notice of cancellation or of a change to limits of the aforesaid coverage.
- B. Provider shall maintain automobile insurance coverage in accordance with the laws of the State of North Carolina on any vehicle owned by Provider and used in the delivery of services under the agreement.
- C. Provider shall maintain a Worker's Compensation insurance policy on all employees utilized in the delivery of services under this Agreement. Provider certifies that it carries and maintains such a Workers' Compensation Insurance policy. Provider further agrees to hold harmless and indemnify BCCOA for any Worker's Compensation claims on behalf of Provider's employees.

### **III. FINANCIAL AGREEMENT**

- A. For services rendered under the terms of this Agreement, BCCOA shall pay Provider the rate of **\$14.50** per hour for visits by the Provider's In-Home Assistants. Provider shall submit an invoice for service rendered to BCCOA on Monday following the payroll ending period. Such fees shall be the exclusive method, mode and amount of payment for visits made by the Provider's professional staff pursuant to this agreement (hereunto referred to as Services), with the exception that, if services are not performed during such visit.
- B. All fees, compensation and other things of value charged by BCCOA for services shall belong to and be paid to BCCOA.
- C. Provider shall, in accordance with BCCOA's established policies and procedures provide all necessary documentation for BCCOA to obtain reimbursement for all services rendered.
- D. By the 7<sup>th</sup> day of each calendar month, Provider shall submit to BCCOA's designated representative, a record of all Services rendered to BCCOA's patients during the preceding 30 day period. Such report will list patient names, dates of services, services provided and fee applicable.
- E. Provider's fee for Services shall be paid by BCCOA within thirty (30) days of the receipt of the prescribed and properly executed billing forms; provided that all documentation pertaining to the service has been completed, received and approved. In the event that Provider has been paid for services rendered by BCCOA and because of Providers failure to properly comply with obligations under this Agreement, the BCCOA fails to receive its fee from the party from whom payment for such Services is due, then Provider shall reimburse BCCOA for any and all such amounts denied due to Provider error.

### **IV. EFFECTS OF DENIALS AND NOT SEEN VISITS**

In the event any amount paid to Provider by BCCOA for Services is denied by a fiscal intermediary, BCCOA, if appropriate, shall notify Provider and submit to the fiscal intermediary information jointly prepared by BCCOA and the Provider which provides justification for the amount paid or services provided.

BCCOA will not pay for a not-seen visit unless the not-seen visit is caused by BCCOA's failure to communicate scheduling information to Provider in a timely and accurate manner.

### **V. DURATION OF AGREEMENT**

This agreement shall commence as of the date hereof and shall continue in full force and effect through **June 30, 2020**. Thereafter, the Agreement may be renewed for additional one year terms by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement, with or without case, upon ninety (90) days notice in writing to the other party.

This Agreement shall terminate automatically and immediately upon the revocation, suspension, termination or expiration of Provider's Home Care License, or upon the occurrence of any circumstances that would legally prevent Provider from performing services under this Agreement. The provisions and obligations of Section VII hereof shall survive any termination of this Agreement, and termination shall not relieve BCCOA of its obligation to timely pay any fees accrued for services provided up to the time of termination.

### **VI. OUTSIDE SERVICES**

Nothing in this Agreement shall be construed as limiting or restricting in any manner either party's right to render the same or similar services as those covered by this Agreement to other individuals and entities, including, but not limited to, nursing homes, other home care agencies, school systems, group homes and acute care facilities, during the term of this Agreement.

**VII. SPECIAL CONDITIONS**

- A. Hiring of employees: During the term of this Agreement, and for a period of one year after termination of this Agreement, both parties agree not to employ any employee of the other rendering services under this Agreement without prior written consent. Provided, however, if this contract is terminated at any time by either party, BCCOA will retain the right of employment for all employees employed by the BCCOA at the time of inception of the original contract.
- B. Removal of Healthcare Professional: Provider agrees to relieve any member of its professional staff from the provisions of home care services under this Agreement with report to any particular patient(s) upon reasonable request by BCCOA and to endeavor to provide a substitute acceptable to BCCOA.
- C. Qualifications of Provider staff shall not be less than those required by BCCOA for BCCOA employees providing similar services as Provider staff.

**VIII. GENERAL CONDITIONS**

- A. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as valid representation of the party or parties to whom such statement relates.
- B. **ASSIGNMENT:** This Agreement is personal to the parties hereunder, and neither party shall assign, delegate, transfer, pledge or otherwise dispose any of the rights or obligations specified in this Agreement to any other entity or natural persons without first obtaining the written consent of the other party, which consent shall not be unreasonable withheld. Any attempt by either party to assign, delegate, transfer, pledge or otherwise dispose of any portion or all of this Agreement, without obtaining the prior written consent of the other party, shall be void and of no effect. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
- C. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

**Interim Healthcare-Morris Group, Inc.**

**Attn: Margaret Webb**

**2526 Ward Boulevard**

**Wilson, North Carolina 27893**

**Bertie County Council on Aging**

**Attn: Venita C. Thompson, Director**

**103 W. School Street**

**Windsor, North Carolina 27983**

**Each party shall at all times keep the other party informed of its current address.**



- D. **SALARY, BENEFITS, INSURANCE, AND TAXES:** Provider shall be responsible for payment of the staff of his or her salary and other benefits provided to employees of Provider's in accord with Provider's standard policies. Provider shall provide Worker's Compensation insurance for its employee, including but not limited to, unemployment insurance tax and social security tax. Provider agrees to indemnify and hold BCCOA harmless from any and all expense, liability or responsibility arising from failure to withhold such taxes and social security payments or to make and such Worker's Compensation or unemployment benefit payments, contributions or payroll tax payments. This Section survives termination of this Agreement.
- E. **LEGISLATIVE/REGULATORY COMPLIANCE AND MODIFICATION:** Provider hereby agrees that it will comply with any and all statutes, laws, rules regulations, license and certificates and authorization of any governmental body or authority applicable to it in the performance or carrying out of its obligation under this Agreement. BCCOA hereby agrees that it will comply with any and all statutes, laws, rules, regulations, license, certificates and authorizations of any governmental body or authority application to it in the performance or carrying out of its obligations under this Agreement. Each party will obtain and maintain current and in force all license, certifications, authorizations and/or permits (and will pay fees therefor) necessary for it to carry out its duties and responsibilities under this agreement. In the event any licensure law, rule, regulation or payment policy, or any rule or policy of any non-governmental third party payer, or any other federal, state, or local law, rule, regulation policy, or any interpretation thereof at any time during the term of this Agreement is modified, implemented, threatened to be implemented or determined to prohibit, restrict or in any way materially change the method or amount of reimbursement or payment (a) for service under the Agreement or (b) for service to patient of a party as a result of this Agreement, or by virtue of the existence of this Agreement has or shall have a materially adverse effect on the ability of either party to engage in any commercial activity on terms at least as favorable as those reasonably attributable as of the date (all of the foregoing being here inactive collectively referred to as "Changes," and individually, a "Change") then the parties to this Agreement shall negotiate in good faith to amend in writing prior to the effective date of the Change, then the party affected by the change may terminate this Agreement upon thirty (30) days advance written notice. Upon such termination, neither party shall have any further rights hereunder, except those rights already accrued and those that expressly survive termination.
- F. **FORCE MAJEURE:** In the event either party is prevented from performing hereunder due to an act of God, flood, war, epidemic, fire, earthquake, labor dispute, embargo, governmental action imposing quotas not heretofore imposed, a change laws adversely affecting the import or export of essential part of material, an insurrection or other similar event beyond the reasonable control of the party of the party invoking this Section, and if such party shall have used reasonable efforts to mitigate its effects and provided that such party shall have given prompt written notice to the other party, then delay or failure of performance due to events occurring hereunder shall be excused, and the time for performance shall be extended for the period of delayer inability to perform due to such occurrences. Notwithstanding the excuse of Force Majeure, the other party may terminate this Agreement without being held in breach if the invoking party is unable to continue with performance within sixty (60) days after the initial occurrence of such an event.
- G. **OBRA COMPLIANCE:** The parties agree that upon request they will make their books, documents and records available to the Secretary of the Health and Human Services, the comptroller general or their duly authorized representative to the extent required by section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf. This section survives termination of this Agreement.
- H. **NO REQUIREMENT TO REFER:** Nothing in this Agreement, whether written or oral, nor any consideration in the connection herewith, contemplates or requires the referral of any patient by Provider to the HCOA or any other entity affiliated in anyway with the HCOA or any other entity affiliated in anyway with the HCOA. This agreement is not intended to influence the Judgement of Provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Provider nor its employees nor agents shall receive any compensation or remuneration for referrals, if any, to the HCOA or any affiliate.
- I. **COMPLIANCE WITH ANTITRUST LAWS:** It is the intention of the parties to comply with the body of law applicable to antitrust, fair trade practices and related topics in all reports. All parties shall comport themselves in compliance with these bodies of law while fulfilling their duties and responsibilities pursuant to this Agreement. Specifically, but without limitation, Provider shall not require or permit the improper disclosure to it of information obtained by staff, and the BCCOA shall not require or permit the improper disclosure to it of information obtained by staff, when such disclosure would violate these aforesaid bodies of law. The parties agree that they shall strive to comply with all U.S. Department of Justice/FTC Antitrust "Safety Zone" requirements and further shall not, in violation of these requirements and further shall not, in violation of these requirements,

facilitate or knowingly permit the exchange, directly or indirectly, of any competitively sensitive price, cost or charge information, or engage in joint pricing of any kind.

- J. **COSTS:** Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder.
- K. **TAXES:** Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
- L. **INVALID PROVISIONS:** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provisions were not part of this Agreement.
- M. **NON-WAIVER:** No waiver of any term or condition of this Agreement by either party shall be deemed to be a continuing or further waiver of the same term of condition or a waiver of any other term or condition of this Agreement.
- N. **THIRD PARTY BENEFICIARY:** The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity (is) not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be constructed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.
- O. **GENDER:** Throughout this Agreement, wherever the context requires or permits the neuter gender shall be deemed to include the masculine and the feminine, and the singular number, the plural and vice versa.
- P. **JURISDICTION:** This Agreement has been entered into the state of North Carolina and all questions with respect to the construction of this Agreement and the rights and the liability of the parties shall be governed by the law of the State of North Carolina shall govern liabilities of the parties.
- Q. **COUNTERPARTS AND FACSIMILES:** This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and executed Agreement subsequently received by "hard copy" the forms continued in the facsimile shall prevail.
- R. **HEADING:** The heading and number of sections and paragraphs contained in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF, the parties here to have set their hands and seals, the day and first above written.**

ATTEST

County: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



PROVIDER

DEPARTMENT

Interim Health Care- Morris Group, Inc.

Bertie County Council on Aging

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# **Bertie County**

## **Board of Commissioners**

### **DISCUSSION ITEMS**

**MEETING DATE:** June 3, 2019

**SECTION:** Discussion (D-1 to D-4)

**DEPARTMENT:** Governing Body

**TOPICS:**

- (1) Update on legal review of proposed facility lease for Bertie Recreation complex for July 6<sup>th</sup> and compliance with PARTF grant guidelines.
- (2) Presentation of bid tabulation and recommendations by the design team for the new public library and cooperative extension facility. – **Please see attachments.**
- (3) Review TGOW “Bertie Beach Day” scheduled for June 29<sup>th</sup> – **Please see attachments.**
- (4) Confirm schedule for budget work sessions and public hearing

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Discussion and/or approval as recommended.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



D-2

**BID TABULATION SHEET - SINGLE PRIME SYSTEM**  
 Project Name: Bertie County Library & Cooperative- Extension Office  
 Bertie County, North Carolina



Architect's Project Number: 17154  
 Bid Date: May 16th, 2019 @ 3:00 p.m.

Completion Date: 420 Calendar Days from NTP

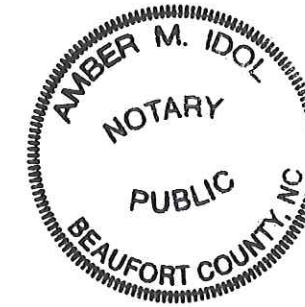
Name	License #	MBE	Receipt of Add. 1	Receipt of Add. 2	Receipt of Add. 3	Base Bid (BB)	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Alternate No. 5	Alternate No. 6	Alternate No. 7	Unit Price No. 1	Unit Price No. 2	Unit Price No. 3
Calvin Davenport, Inc.	4056	Y	Y	Y	Y	\$4,660,000.00	\$30,245.00	\$25,000.00	\$14,530.00	\$24,050.00	\$4,780.55	\$36,434.00	\$20,000.00	\$60.00	\$75.00	\$10.00
Wimco Corp.	3478	Y	Y	Y	Y	\$4,153,000.00	\$42,200.00	\$60,500.00	\$150,200.00	\$29,700.00	\$4,600.00	\$37,500.00	\$12,300.00	\$19.00	\$17.00	\$50.00
Alexander Design Build, Inc.	73575	NO BID														
Group III Mgt, Inc.	22369	Y	Y	Y	Y	\$4,543,000.00	\$28,000.00	\$67,000.00	\$33,500.00	\$35,000.00	\$4,500.00	\$21,000.00	\$15,000.00	\$26.00	\$60.00	\$6.00
A.R. Chesson Construction Company, Inc.	13540	Y	Y	Y	Y	\$3,890,000.00	\$26,730.00	\$50,805.00	\$69,947.00	\$30,379.00	\$4,405.00	\$24,252.00	\$7,314.00	\$22.00	\$21.00	\$40.00

I certify that the above is a true and accurate tabulation of the bids received at 3:00 P.M. on May 16, 2019.

  
 Albrecht McLawhorn, AIA, NCARB  
 MHAworks, P.A.

- Alternate Price No.1: Folding Partition
- Alternate Price No.2: Outdoor Maintenance Building
- Alternate Price No.3: Library Reading Loft
- Alternate Price No.4: Mezzanine Stair, Handrails, and Library Storage Room 202
- Alternate Price No.5: Dimensional Aluminum Letter Signage
- Alternate Price No.6: Reading Circle
- Alternate Price No.7: Vinyl Wall Covering , Wood Base, and Wood Chair Rail

- Unit Price No. 1: Unsatisfactory Soil Replacement
- Unit Price No. 2: Cable Tray
- Unit Price No. 3: Wall Covering



Albrecht McLawhorn  
 Appeared Before Me On 5/17/2019  
 Notary Amber M. Idol  
 My Commission Expires 2/21/2022



D-3



# Bertie Beach Day

Come out and see what everyone has been talking about! TGOW — Tall Glass of Water!

**KAYAKING & SWIMMING**

**FREE FISH FRY &  
HOT DOGS 11AM - 2PM**

**Learn about the future  
plans for a public access  
recreation park!**

**SATURDAY  
JUNE 29, 2019\*  
9AM — 4PM**



See Website or Facebook for directions.  
Shuttle Buses available at parking area.



**Bring a blanket, sunscreen, & folding chair!**

WWW.CO.BERTIE.NC.US or Call (252) 794-5300

WWW.FACEBOOK.COM/BERTIECOUNTY

\*Weather permitting\* Please NO outside drinks, coolers, glass containers. Thank You!

