

Bertie County Board of Commissioners



May 10, 2021
6:00 PM

	Ronald "Ron" Wesson	District I
	Greg Atkins	District II
Chair	Tammy A. Lee	District III
Vice Chair	John Trent	District IV
	Ron Roberson	District V



Bertie County is now utilizing Zoom during the COVID-19 pandemic.

Zoom is available to the public to participate during this meeting.

To call in to our meeting on the phone, use the following information:

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser:

<https://us02web.zoom.us/j/7233916141>

Questions? Call the County Manager's Office at 794-5300.

BERTIE COUNTY BOARD OF COMMISSIONERS

May 10, 2021

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.

6:00 PM Welcome and Call to Order by Board Chair Tammy Lee, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner John Trent

Public Comments (3-minute limit per speaker)

(A)

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

- (1) CPTA Annual Report Presentation by Pamela Perry, Executive Director
- (2) Bertie County Schools Update and Budget Requests by Dr. Otis Smallwood, Superintendent
- (3) TGOW Updates by Project Consultant Robin Payne
- (4) TGOW Shoreline Stabilization by George Woods, Environment Professionals, Inc.

Board Appointments (B)

There are no appointments at this time.

Consent Agenda (C)

1. Approve Register of Deeds Fees Report – April 2021
2. Approve Tax Release Journal – April 2021
3. Official Bid – Meals on Wheels Contract, July 1, 2021 – June 30, 2022– Trumps Restaurant
4. Approve FY 2020-21 Discretionary Funding for Teen Court and Conflict Resolutions for JCPC
5. Approve FY 2020-21 Discretionary Funding for Children Matters – Bertie for JCPC
6. Approve FY 2021-2022 JCPC Community Programs County Funding Plan

7. Approve Resolution Approving the MOA Between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Update on Ribbon Cutting Planning
 - a. Library & NC Cooperative Extension Facility
 - b. Blue Jays Recreation Center
2. Discussion of 2021 Bertie River Fest

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments

(3 minutes per speaker)

Closed Session

Pursuant to NCGS § 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Pursuant to NCGS § 143-318.11(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to NCGS § 143-318.11(a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, 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.

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: May 10, 2021

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

DEPARTMENT: Governing Body

TOPICS:

- (1) CPTA Annual Report Presentation by Pamela Perry, Executive Director
- (2) Bertie County Schools Update and Budget Requests by Dr. Otis Smallwood, Superintendent
- (3) TGOW Updates by Project Consultant Robin Payne
- (4) TGOW Shoreline Stabilization by George Woods, Environment Professionals, Inc.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



A-1

***CHOANOKE PUBLIC
TRANSPORTATION
AUTHORITY***

***Fiscal Year
2019/2020
Annual Report***



BALANCE SHEET

ASSETS

Cash in Bank	\$ 1,033,865.18
Accounts Receivable	\$ 29,799.06
A/R Government	\$ 399,199.00
Land & Buildings	\$ 970,336.93
Office Equipment	\$ 472,075.05
Vehicles	\$ 2,027,370.77
Software	\$ 230,865.86
Less Depreciation	\$ (2,750,725.99)
Prepaid Tech Support	\$ 118,608.43
Contributed Pension	\$ 114,616.00
Total	\$ 2,646,010.29

LIABILITIES

Deferred Out-Pension	\$ 27,271.00
Accounts Payable	\$ 213,714.85
Accrued Salaries	\$ 9,559.80
Accrued Vacation	\$ 28,129.52
OPEB Liability	\$ 582,468.45
Withholding Payable	\$ 725.82
Net Pension Liability	\$ 129,292.50
Pension Deferrals	\$ 2,932.93
Contributed Capital	\$ 981,066.23
Retained Earnings	\$ 607,777.40
Current Earnings	\$ 63,071.79
Total	\$ 2,646,010.29

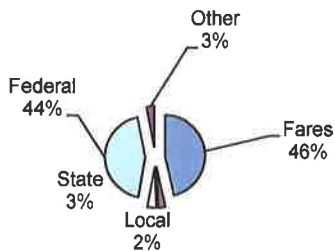
REVENUE SOURCE

Fares	\$ 544,000.21
Local Government	\$ 32,800.00
State	\$ 42,702.00
Federal	\$ 516,579.00
Other	\$ 36,861.36
Total	\$ 1,172,942.57

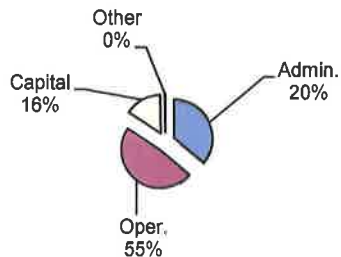
EXPENSE DISBURSEMENT

Administration	\$ 490,041.59
Operating	\$ 651,849.62
Capital	\$ 211,057.93
Other	\$ 2,394.91
Total	\$ 1,355,344.05

REVENUES



EXPENSES



OPERATING STATISTICS

SERVICE MILES: 440,593

HOURS: 18,604

Operating Cost

		Cost Per Mile
Salaries & Benefits	\$ 413,906.77	\$0.94
Fuel & Oil	\$ 127,393.11	\$0.29
Tires	\$ 7,536.29	\$0.02
Parts	\$ 13,975.77	\$0.03
Other Operating Cost	\$ 89,037.68	\$0.20
Total	\$ 651,849.62	\$1.25

Cost Associated with Maintenance

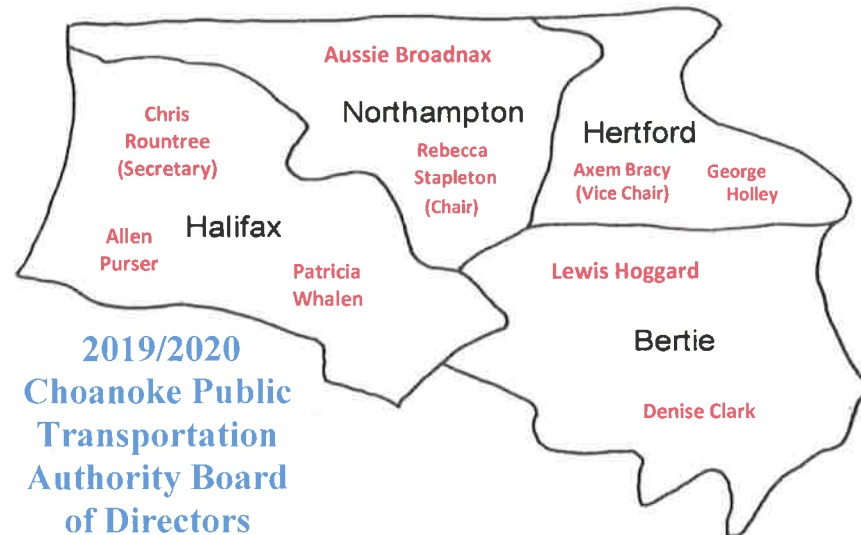
		Cost Per Mile
Salaries & Benefits	\$ 109,412.73	\$0.25
Parts, Tires & Other Cost	\$ 38,184.12	\$0.09
Total		\$0.33

Passenger Trips

Bertie County	6,329
Halifax County	14,750
Hertford County	7,410
Northampton County	11,122
Total	39,611

By Services

General Public	15,681
Human Service	23,930
Total	39,611





Bertie County

Board of Commissioners

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DEPARTMENT: Governing Body

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2. Approve Tax Release Journal-April 2021
3. Official Bid-Meals on Wheels Contract, July 1, 2021 - June 20, 2022 -Trumps Restaurant
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7. Approve Resolution Approving the MOA Between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes, see each particular agenda item.

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



C-1



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of APRIL 2021 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$4,021.40
10-0030-4344-03	VITAL STATISTICS-----	\$1,632.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$296.05
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>2</u> @60.00	\$120.00
		<u>\$6,069.45</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$21,608.00
10-0030-4344-10	STATE TREASURER FEE----- <u>113</u> @\$6.20	\$700.60
	STATE VITAL RECORDS----- <u>10</u> @14.00	\$140.00
		<u>\$28,518.05</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$25.00
		<u>\$28,543.05</u>

Annie F. Wilson

REGISTER OF DEEDS, BERTIE COUNTY
By: *Shahedea K. Williams, Asst.*

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>24</u> @\$6.20=	\$148.80
ADDITIONAL PAGES-----	<u>12</u> @\$0.40=	\$4.80
DEEDS & OTHER INSTRUMENTS-----	<u>105</u> @\$1.94=	\$203.70



C-2



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

May 03, 2021

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____

RLS*21*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2020	4/20/2021	Harrell, Charon 20A23272.10	GAR	\$60.00		\$0.00		\$60.00
		GR fee added to wrong account		\$0.00		\$0.00		\$0.00
	4/20/2021	Watson, Dyron 20A5828624734	GAR	\$42.50		\$0.00		\$42.50
		GR fee added to wrong account						
	4/20/2021	Mizelle, James 20A8857.10	G01	\$4.99		\$0.50		\$5.49
		Sold in 2016						
	4/20/2021	Knudsen, Christopher 20A33738.80	G01	\$11.37		\$1.14		\$12.51
		Moved out of County 2017	C08	\$1.91		\$0.18		\$2.09
								\$122.59

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Balance a Group

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Group: RLS*21*120
Type: A Abatement/Relea
Status: O Open

Group Total:	\$122.59-	Group Transaction Count:	4
Transactions Total:	\$122.59-	Transaction File Count:	4
Difference:	\$0.00	Difference:	0

=====

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

Group Number RLS*21*120 Abatement Effective Date 04/20/21

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	04/20/21	23272	20A23272.10	GAR	60.00-		0.00	60.00-	0.00				
***		HARRELL, CHARON LYNETTE			60.00-	0.00	0.00	60.00-	0.00	0.00	R	PG126	
2	04/20/21	22378	20A5828624734	G01 GAR	42.50- 0.00	42.50-	0.00	0.00	0.00	0.00			
***		WATSON, DYRON			42.50-	42.50-	0.00	0.00	0.00	0.00	R	PG126	
3	04/20/21	8857	20A8857.10	G01	5.49-	4.99-	0.50-		0.00				
***		MIZELLE, JAMES N			5.49-	4.99-	0.50-	0.00	0.00	0.00	R	PG126	
4	04/20/21	33738	20A33738.80	G01 C08	12.51- 2.09-	11.37- 1.91-	1.14- 0.18-		0.00	0.00			
***		KNUDSEN, CHRISTOPHER ROBERT			14.60-	13.28-	1.32-	0.00	0.00	0.00	R	PG126	

Tax Code Totals	
C08*20- WINDSOR	2.09- 1.91- 0.18- 0.00 0.00 0.00
G01*20- BRT TAX	60.50- 58.86- 1.64- 0.00 0.00 0.00
GAR*20- GAR	60.00- 0.00 0.00 60.00- 0.00 0.00

Total for Group RLS*21*120 122.59- 60.77- 1.82- 60.00- 0.00 0.00

*****	Totals By	Tax Cycle	*****
Cycle		Current	Delinquent
A		0.00	122.59-



C-3

TRUMPS RESTAURANT

P.O. BOX 1168

PLYMOUTH N.C. 27962

252-791-0657

APRIL 26th 2021

TRUMPS RESTAURANT HAS SUBMITTED A BID PRICE OF \$5.00 FOR THE BERTIE COUNCIL ON AGING MEALS ON WHEELS CONTRACT FOR THE YEAR 2021 AND 2022. WITH AN ADDITIONAL 12 MONTH ROLLOVER.

BID PRICE PROPOSED BY VENDOR \$5.00

A-130 MEALS TIMES 255 EQUAL \$33,150.00

B--TIMES \$5.00 EQUAL

C—\$165,750.00 TIMES 5% EQUAL

\$8,287.50 CASHIER CHECK

THANKING YOU IN ADVANCE

JONATHAN AND CAROLYN THOMAS

OWNER AND OPERATOR

**BID SPECIFICATIONS
AND
REQUIREMENTS**

FOR: BERTIE COUNTY COUNCIL ON AGING

TITLE III OLDER AMERICANS ACT
HOME AND COMMUNITY CARE BLOCK GRANT

CONGREGATE NUTRITION
AND
HOME DELIVERED MEALS

For the period of
July 1, 2021 to June 30, 2022

All questions should be addressed in writing to:

Venita Thompson, Aging Services Director
103 West School Street
Windsor, NC 27983
Phone: (252) 794-5315

IDENTIFICATION OF CONGREGATE NUTRITION SITES

FISCAL YEAR
(July 1, 2021– June 30, 2022)

<u>COUNTY</u>	<u>SITE AND ADDRESS</u>	<u>DAILY AVERAGE</u>
Bertie	Windsor Nutrition Site 103 W. School Street Windsor, NC 27983	25-50
Bertie	Aulander Nutrition Site 204 Rice Ave. Aulander, NC 27805	6-12
Bertie	Colerain Nutrition Site 109B W. River Street Colerain, NC 27924	8-15
Bertie	Kelford Activity Center 107 Broadway Street Kelford, NC 27847 (Mondays, Tuesdays & Thursdays Only)	20-30

Bertie County average range of daily congregate meals: **59-107**
Total Bertie County Congregate Sites: **4**

IDENTIFICATION OF HOME DELIVERED MEALS ROUTES

<u>COUNTY</u>	<u>SITE AND ADDRESS</u>	<u>DAILY AVERAGE</u>
Bertie	Windsor Nutrition Site 103 W. School Street Windsor, NC 27983	15-25
Bertie	Aulander Nutrition Site 204 Rice Ave. Aulander, NC 27805	8-15
Bertie	Colerain Nutrition Site 109B W. River Street Colerain, NC 27924	10-15
Bertie	Kelford Activity Center 107 Broadway Street Kelford, NC 27847 (Tuesdays & Thursdays Only) **Based upon funding availability	10-15

Bertie County average range of daily home delivered meals: **43-70**
 Total Bertie County Home Delivered Meals routes: **4**

TENTATIVE SCHEDULE
HOLIDAYS TO BE OBSERVED
BY TITLE III- NUTRITION FOR THE
CONGREGATE & HOME DELIVERED MEALS PROGRAM

FISCAL YEAR
2021-2022

Independence Day	Monday, July 5 th 2021
Labor Day	Monday, September 6 th 2021
Veteran's Day	Thursday, November 11 th 2021
Thanksgiving	November 25 th & 26 th 2021
Christmas	December 24 th - 27 th 2021
New Year's Day	Friday, December 31 st 2022
Martin Luther King, Jr. Day	Monday, January 17 th 2022
Good Friday	Friday, April 15 th 2022
Memorial Day	Monday, May 30 th 2022

There may be additional closing days during Christmas, New Year's Eve and Easter Holidays. Contractor will be notified as soon as possible of these closings.

REQUEST FOR PROPOSAL

FY (July 1, 2021 – June 30, 2022)

FOOD SUPPLIER

PURPOSE

The purpose of the Title III Nutrition Program is to provide one hot meal or other appropriate nutritious noon meal per serving day with 1-3 of the minimum Recommended Daily Allowances (a minimum of 700 calories) for Older Adults. The target population for the services are persons 60 years of age or older, with an emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly.

NEED

A range of 102-177 hot or appropriate meals per day is to be prepared and transported in bulk or preplated. There will be approximately 255 serving days beginning July 1, 2021 ending June 30, 2022.

SCOPE OF WORK

Each day's menu must provide one-third (1/3) of the Recommended Daily Dietary Allowance, National Research Council, and the meal pattern requirement set forth below:

- a. The menu will be a 4-week cycle to be used approximately three to six months as scheduled. See Attached Sample Menu.
- b. Menus will be changed seasonally.
- c. If the food service vendor develops the 4-week cycle menu, these menus along with the nutritional analysis must be submitted to the Bertie County Council on Aging office bearing the signature of a registered dietitian along with a copy of the dietitian's current credentials. This will ensure that the Federal regulations stipulating nutritional standards for older adults have been satisfied. Final approval of said menus will come from the contracting agencies consulting registered dietitian.
- d. Each meal on the certified-signed menu must be served. A menu change form received on the date of delivery must document any deviation from the certified menu. The specific food substitution should be listed and approved by the registered dietitian. Only one substitution allowed per 30 days.

MENU PLANNING REQUIREMENT

Each meal served must contain at least one-third of the current Daily Recommended Dietary Allowances established by the Food and Nutrition Board, National Academy of Science – National Research Council (Tenth Edition). Portions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the daily Recommended Dietary Allowances. Agencies providing congregate nutrition and home delivered meals services must use and follow the “Menu Pattern” below:

- Each day’s menu must meet one-third of the Recommended Dietary Allowances.
- All foods must be identified in order to calculate nutrient value.

All meals must meet the following specifications:

- Calorie content must be a minimum of 700 calories per day
- The fat content should be no more than 30% of total calories.
- The sodium content shall not exceed 1300 mg per meal.
- Dairy - no less than 400 mg of calcium from combined menu items.
- Each category of the “Menu Pattern” outlined below must be served to each participant.

1. Protein Category

The total protein content of each meal must be no less than twenty-one grams. Of this, fourteen grams must be a “complete protein” in the form of 2-3 oz. eligible meat, fish, or poultry, exclusive of fat, bone, or gristle.

One-half cup cooked drained dried beans, peas, lentils may be used as a substitute for 1 oz of meat. One cup of dried beans may be used twice in one 20-day cycle as a substitute for 2 oz meat, however, a “complimentary” protein source must be served at the same meal with the 1 cup dried beans in order to serve a complete protein (i.e., rice, corn, or cornbread).

Other protein sources such as 1 egg or 2 tablespoons peanut butter may also be substituted for 1 oz-meat.

Ground meat may be used in entrees no more than twice in one week. Casseroles or other mixed dishes must have ingredients specified on the menu to facilitate nutrient analysis.

2. Complex Carbohydrate Category

Each meal must contain 2 servings of a whole grain or enriched grain product, such as – one-half-cup rice, grits, or pasta; 6 saltine crackers; cornbread (2 ½” square x 1 ½” high); 1 roll, biscuit, or muffin; or 1 slice of bread. Breads, rolls, or muffins must weigh at least 1 ounce. These may be served as separate items or incorporated into the main entrée as a mixed dish in the amount specified below. Alternate: 1 serving of bread product listed

above and ½ cup serving of starchy vegetable may be provided in the place of 2 serving of grain or bread product. Examples of starchy vegetables are: one –half cup sweet or white mashed potato (or 1 medium potato), lima beans, green peas, or one-third cup corn. (Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement listed below.)

3. Vegetable / Fruit Category

Each meal must contain 2 servings of different fruits and/or vegetables. A serving consists of ½ cup canned fruit (drained) or ½ cup cooked vegetable (drained), 1 piece of fresh fruit, or 4 oz. 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% A fruit juice fortified with Vitamin C to meet one-third daily Recommended Dietary Allowances for vitamin C or Vitamin C fortified cranberry juice cocktail), ½ cup coleslaw, or 1 cup tossed mixed fresh vegetable salad. When salad is served it must be served in a separate compartment tray to avoid mixing with other foods or be served in a separate salad bowl. A serving of juice may fulfill no more than ½ of the fruit/vegetable requirement for any one meal.

One serving of vitamin C-rich cold food must be served twice per week. Fruit or vegetables used in a gelatin or soups or main entrees may be counted as one serving if ½ cup of fruit or vegetables is used per serving. Vegetable or fruit sauces may not be identified as a fruit/vegetable requirement (i.e. tomato sauce for spaghetti, however applesauce may be counted as fruit).

4. Fat Category

Total fat shall not exceed 30% of the total calories per meal. One teaspoon of butter or fortified margarine in an individual covered package chip or container may be used if it adds palatability to the menu (i.e., as on a roll, bread, baked potato, or other vegetable). The menu must identify whether margarine or butter is used when served. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability.

5. Calcium Rich Category

Each meal must contain no less than 400-mg calcium. This may be obtained by one serving of 8 ounces of whole, low fat, skim, buttermilk, chocolate milk, fortified with vitamins A & D in an individually sealed carton, or other foods high in calcium.

6. Dessert Category

Dessert will be provided once a week on alternate days. Desserts may include: puddings, ice cream or ice milk, frozen yogurt, sherbet, cake (frosted or with fruit sauce), cobblers, cookies, or pies (or pie squares), etc. Care should be taken not to exceed the 30% fat level of the total calories for the meal. If any calcium rich foods are used as dessert, they may be counted as part of the total calcium content of the meal. Dessert should be rotated on a different day on a weekly basis, so it will not be the same day every week.

MEAL PRICE

The meal price will include:

- a. All food requirements for Title III Nutrition Program at the Congregate Site and for Home Delivered Meals as indicated in the “Menu Pattern” above and in accordance with North Carolina Division of Aging Service Standards, Volume I, Congregate Nutrition and Home Delivered Meals.
- b. Condiments such as pepper, vinegar, mustard, ketchup, salad dressings, mayonnaise, tartar sauce, and others appropriate to the meal being served.
- c. Disposables:
Sectioned, laminated, heavy duty plates, with at least a minimum of four sections to hold 4 ozs. of food each, without spillage, and one section large enough to hold entrée of 10 ozs.
 - 12 ounce Soup bowl with lip
 - Salad/dessert dishes as needed
 - Heavy duty knives, forks, spoons – prepackaged
 - Dinner size napkins
 - Two (2) 35 gallon plastic garbage can liners per day, per site
 - Eight- inch straws
 - Eight oz. cups
 - Four oz. cups with lids
 - Hairnets
 - Disposable gloves
 - Disposable aprons
 - Large hinged lid, three compartment container
- d. Transportation of meals to the specified sites. The meal price should not include the cost of lost serving days due to inclement weather.

SPECIAL REQUIREMENTS

Each nutrition site will make inventory of supplies on the last day of the month for the upcoming month. The supply list will be forwarded to the contractor on the last day of the month. If the last day of the month falls on a weekend, the list will be forwarded on the last working day of the month. The contractor will have the requested supplies to the nutrition sites no later than the 15th of the month. If the 15th falls on a weekend, supplies will be delivered the first working day of the next week. If the contractor fails to obtain and deliver the requested inventory, the Bertie County Council on Aging will purchase the requested supplies and deduct the amount from the

contractor's invoice for that billing month. The contractor may do this only twice (2) in a contracting period.

At the time menu's are submitted for certification, all recipes must be supplied to the contractor's registered dietician responsible for the certifying the menu.

Fresh and frozen vegetables should be used as much as possible. When canned vegetables are used, salt should not be added.

The form of vegetable used or fruit used (fresh, frozen, dried or canned) must be indicated on the menu for nutritional analysis.

FOOD PROCUREMENT AND PREPARATION

All food served must be prepared in a "Grade A" kitchen. All foods must meet standards of quality, sanitation, and safety applying to foods that are processed in a commercially licensed establishment.

Food prepared, frozen or canned in the home shall not be served at the site.

Food from unlabeled, rusty, leaking or broken containers or cans with side dents, rim dents or swells must not be used.

All meat, and poultry, fresh or frozen, used in the meals must be inspected by USDA or State officials, from Federal or State inspected plants, and must bear inspection stamps on the box or package.

All foods used in the meals must be from approved sources; being in compliance with applicable state and local laws, ordinances, and regulations; and be clean, wholesome, free from spoilage, free from adulteration and mislabeling, and safe for human consumption.

Fresh fish must bear the PUF (Packed under Federal Inspection) Shield.

Fresh fruits and vegetables of good quality may be donated and incorporated into the menu only when they can be used to serve all participants. Prior to use, all fruits and vegetables shall be washed to remove dirt, or insecticide residues.

All food must be stored, prepared, held, and served in a manner to preserve optimum flavor and appearance, while retaining nutrient content.

Staff preparing and serving food must use good hygiene techniques and practices in all handling of the food. All hot food must be maintained at 135 degrees Fahrenheit or above throughout all processes from cooking to serving, and all cold foods must be maintained at 40 degrees Fahrenheit or below during all processes through serving. The use of heat stones for heat retention in hot foods should be provided as necessary. Each congregate nutrition provider must abide by food safety and sanitation practices required in "Rules Governing the Sanitation of Restaurants and Other Food Handling Establishments" (15A NCAC 18A. 2600) and other applicable state and local ordinances and regulations. All materials used in food delivery carriers

must be guaranteed to be safe for food contact. All carriers must be sanitized daily by the food service caterer.

Each meal must contain United States produced commodities or other foods at least equal in value to the USDA per meal cash entitlement. Donated foods should be used to the maximum extent feasible and comply with all USDA regulations related to donated food and cash reimbursement.

OTHER REQUIREMENTS

- a. If due to negligence of the vendor the meals do not meet the meal pattern requirements (either through shortages, damages or inadequate temperatures), Bertie County will not be obligated to pay for those incomplete meals. If there is a continuation of negligence, Bertie County has the rights to opt out of the contract.
- b. The food service vendor must follow standard weight measures (pound, ounce) in determining quantities of food to give correct yield of prepared food as required. Liquid (to prevent burning or drying) must be added after food is weighed.
- c. The county's aging office will be responsible for notifying the food service vendor by 1:30 p.m. daily of the number of meals to be delivered for the next day service.
- d. In case of inclement weather, the program director and the contractor, prior to 6:30 a.m. will monitor the situation and determine if meals will be served that day.

BID PROCESS

- a. Bids must be received in the Bertie County Manager's Office by 9:00 a.m. on Monday, April 26, 2021 and must be on the forms attached to these specifications and addressed to Juan Vaughan II, Bertie County Manager, P.O Box 530, Windsor, NC 27983.
- b. Bertie County reserves the right to reject any and all bids.
- c. Bertie County will solicit opinions of people and/or agencies with which the food service vendor has fulfilled similar contracts if the food service vendor has no experience with Bertie County.

CONTRACT PERIOD

The contract period will be for a twelve- (12) month period July 1, 2021 – June 30, 2022, contingent upon funding from the N.C. Division on Aging. The service must be available for the entire twelve- (12) month period.

MULTI YEAR BIDDING

While the contract is awarded for the twelve-month period July 1, 2021 – June 30, 2022, with an offer to renew for an additional twelve- (12 month period, the following terms and conditions apply:

- a. It is presumed that the number of service units (meals) for the second twelve- (12) month period will equal that of the first twelve- (12) month period.
- b. The bidder will develop a single meal or unit of service cost for a twenty-four month period. This will be done by distributing the net service cost over the number of anticipated units to be provided over the twenty-four-- (24) month period.
- c. The County of Bertie will notify the agency in writing of any changes in the number of units of service (meals) to be provided in the July 1, 2021 – June 30, 2022 twelve (12) month period upon receipt of allocations form the Division on Aging. If Bertie County Council on Aging determines that the contractor is not in contractual compliance, and it is not in the best interest of the project to renew the contract, Bertie County will notify the contractor of such decision via certified mail no later then February 15, 2022 prior to the end of the contract. The assessment report will accompany this notification.

Providers will be required to notify the County of Bertie via certified mail of their decision to enter into a twelve- (12) month extension. The unit cost for the second year is to be the same as for year one, with the option to negotiate certain adjustments as defined below under expenses. Failure of provider to notify the County of Bertie of their renewal decision by March 1, 2022 prior to the end of the first year contract will result in forfeiture of the option to renew. If the provider elects to withdraw the offer, Bertie County must rebid the service for a twelve- (12) or twenty four- (24) month periods.

EXPENSES

Bertie County has the flexibility to increase the agency’s unit cost for the second twelve- (12) month period. In addition, Bertie County would have the option to negotiate a lower unit rate with the contractor if the units are increased or id other factors warrant this consideration.

An increase or decrease to the initially contracted unit cost must be justified through the unit cost computation process.

An increase in the consumer price index (CPI) is usually adjusted by March 1st each year. Bertie County would not be obligated to negotiate on the basis of this measurable national standard, but would have the opportunity to do so. If the contractor proposes that unit cost increase due to an adjustment based on the CPI, the contractor must prove to the satisfaction of Bertie County that the standard is applicable to the provision of the service prior to the County’s approval.

PREPARATION, DELIVERY, AND TRANSPORTATION BY FOOD SERVICE VENDOR

- a. All food shall be packaged and transported in a manner to protect against potential contamination including dust, insects, rodents, unclean equipment and utensils, and

unnecessary handling. Packaging and transport equipment must maintain appropriate food temperatures. Records of all temperature checks shall be kept on file for audit.

- b. The holding time between the completion of cooking at the commissary or kitchen and delivery of food to the nutrition site shall not exceed three (3) hours.
- c. Transportation of the food to the individual site(s) will be responsibility of the food service vendor. **All foods must be transported in a closed-in vehicle.**
- d. The food service vendor shall follow an established delivery schedule for each site to ensure the service of meals at the given time. This will be within the framework of the 9:00a.m. to 11:00a.m. time, during which the sites are open to serve meals. In case of an emergency, the vendor must immediately notify each site of the delay.
- e. The loading and unloading of the containers from the vehicle into and out of the site shall be the responsibility of the food service vendor.
- f. Stainless steel serving utensils, (i.e., solid spoons, slotted spoons, tongs, spatulas, and scoops) shall be provided.
- g. All “panned foods” such as cornbread, cake and meatloaf must be scored or indicated for proper serving size.
- h. The food service vendor will be responsible for purchasing, maintaining and replacing the hot/cold, insulated units used for transporting bulk and home delivered food. However, vendor can use Bertie County’s existing carriers with the understanding that replacement, maintenance, repairs, & upkeep is the sole responsibility of the food service vendor.
- i. All food transport equipment and serving utensils shall be sanitized daily by the food service vendor.
- j. A two part carbon food delivery ticket will be provided at each site by the food service vendor, which will include:

- Date:
- Site Name:
- Number of meals:
- Ending preparation times:
- Ending preparation temps:
- Site arrival time & temps
- List of all foods being delivered:
- Signature of food production manager:

SPECIAL CONDITIONS

- a. Bertie County’s Aging program will monitor the food service vendor’s food preparation and transportation.

- b. Thirty days prior notice will be given to the food service vendor for the opening of new sites and/or the closing of current sites.
- c. The food service vendor's representative will make at least four (4) visits per year to different meal sites to monitor food quality.
- d. The Bertie County Board of Commissioners reserves the right to make the final decision of the food service vendor for meal preparation.
- e. Bertie County will terminate the food service contract, if any of the conditions described herein are not met.
- f. If necessary, the food service vendor will change the source of the food supply to upgrade the food quality. These changes will be at the discretion of the Bertie County Council on Aging Office.
- g. The food service vendor must have access to a registered dietician for menu planning. The food service vendor will supply Bertie County Council on Aging with the dietician's credentials. The registered dietician must be licensed in North Carolina even if they live in another state.
- h. The food service vendor will supply, at a minimum, two four-week menus for use from April - September, October – March. The menus must be signed by a registered dietician and must accompany the food bid.
- i. Any contract under this bid is null and void if funds are reduced or become unavailable.
- j. Any contract under this bid may be canceled by the food service vendor only with sixty-(60) days written notice to the Bertie County Council on Aging.
- k. Bertie County Council on Aging may cancel any contract under this bid by providing the food service vendor with thirty (30) day written notice.
- l. The food service vendor will defend any suit against the program (including cost of litigation and attorney's fees alleging injury or property damage during the transporting of the food as a result of consumption of meals. The Caterer shall maintain adequate insurance for these purposes. Copies of these policies shall be provided to the contractor with the signed contract.
- m. All records relevant to the contract must be maintained for three (3) years and three (3) months or until after a federal audit.
- n. Bertie County Council on Aging reserves the right to make unannounced inspections of food preparation sites, transport vehicles and all related equipment to examine food preparation methods and transporters for compliance with meal standards.
- o. Bertie County requires copies of the vendors past year sanitation reports from its county sanitation inspector and a letter from that inspector that states the food vendor has the capacity of handling 130 more meals per day.

BILLING

- a. The food service vendor will bill on a monthly basis of meals delivered under this contract.
- b. Bills will cover the calendar month.
- c. Bills will be submitted by the food service vendor, to Bertie County Council on Aging, no later than the 3rd working day of the month immediately following the billing period.
- d. The food service vendor will verify the bills by the daily receipts signed by the site manager.
- e. The food service vendor and Bertie County Council on Aging will establish how disputes involving discrepancies in billings are to be resolved. This agreement will be put in writing and signed by all parties to the contract.

EQUAL EMPLOYMENT OPPORTUNITY

The food service vendor will not discriminate against any participant, employee, or applicant for employment in any program operated under this contract, because of race, religion, color, national origin, age, or handicap. The food service vendor will take action to ensure that applicants are afforded equal opportunities throughout the recruitment examination, certification, selection, referral, retention, and promotional procedures; and that employees are treated during their employment without regard to their race, religion, color, national origin, age, or handicap.

BIDDER QUALIFICATIONS

1. Agency Name and Contact Staff

- a. Name and agency's address, inclusive of street address, or organization responding to IFB.

- b. Location, inclusive of street address, where the contract will be administered if different than the address listed in No. 1.

- c. Name of contact person(s) for programmatic and financial information regarding agency's response to IFB. State address, inclusive of street address, if different from the location listed in No. 1a or 1b.

Programmatic Contact Person(s)

Financial Contact Person(s)

Name _____

Name _____

Address No. 1a/No. 1b (Circle Address No. 1a/No. 1b (Circle One) List if address is One). List if address is different.

2. Ownership

Indicate by "X" the type of business/agency responding to the IFB.

A copy of letter from IRS reference tax exempt status will be made available if requested

_____ YES _____ NO

_____ Public

_____ Private, Not-for-Profit

_____ Minority

_____ Private, For Profit

3. Services Being Bid

Indicate by "X" the Home and Community Care Block Grant service(s) for which the agency is submitting a response to the IFB.

Congregate

Home Delivered

4. Service History

List all contractual experience (by fiscal year) during the past three (3) years in like or similar services for the Home and Community Care Block Grant service(s) marked in No. 3 above.

Year	Service	Contracting Party	Address	Ph No.	Contact Person
------	---------	-------------------	---------	--------	----------------

5. Financial Responsibility

- a. List the name(s) of the financial institution handling the agency's checking account.

<u>Financial Institution</u>	<u>Address</u>	<u>Phone No.</u>
------------------------------	----------------	------------------

1. _____

2. _____

3. _____

4. _____

- b. The agency currently carries workers' compensation coverage to protect employees from job related injury and illness, and liability coverage to protect itself from loss due to negligent actions of employees and volunteers in providing the contracted service(s) resulting in injury or illness to the client.

_____ Yes _____ No

A Governmental Agency may be self insured for both types of coverage, please indicate by "X" if this is the case.

_____ Yes _____ No

NOTE: The successful contractor must provide the County of Bertie with a copy of the policy or riders, or evidence of self insurance if applicable, which provides the above coverage for the contracted service(s). The effective policy date can be no later than the inception date of the contract for the Home and Community Care Block Grant funded service(s). Failure to provide this coverage prior to the inception date of the contract will result in the dissolution of the offer to contract and the forfeiture of any bid bond.

- c. If the agency is a private-for-profit, list any major creditors and/or firms providing a line of credit.

	<u>Creditor</u>	<u>Address</u>	<u>Phone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

- d. The agency must submit a copy of its most recent audit or accountant's opinion of its fiscal operations.

NOTE: If qualifications and document requirements are not provided with bid package, the bid will not be accepted.

BIDDING PROCEDURAL REQUIREMENTS

1. Completion of IFB

The agency must submit two (2) copies of the completed IFB to Juan Vaughan II, Bertie County Manager, no later than 9:00 a.m., Monday, April 26, 2021. The envelope should be clearly labeled, **“SEALED BID – DO NOT OPEN”** and state the agency’s name. Responses received after the date and time listed will be considered non-responsive.

2. Bid Deposit

Each proposal must be accompanied by a deposit equal to five percent (5%) of the proposal. The deposit may consist of a cashier’s check issued by and drawn on a Bank and Trust Company authorized to do business or certified in North Carolina and insured by the Federal Deposit Insurance Corporation, or a U. S. Money Order, payable to the Purchaser; or five percent (5%) Bid Bond issued by any insurance company authorized to do business in North Carolina: the deposit will be returned to the successful bidder upon commencement of the contracted service. Deposits of unsuccessful bidders will be returned within five (5) days of contract award.

Calculation for Bid Deposit

130 (Average # of Meals) x _____ (Rate Proposed by Vendor) = A

A x 255 (Average Days Meals Will be Served) = B

B x 0.05 = Bid Deposit Needed _____

3. Cognizance of Service Requirements

In responding to the IFB the agency recognizes that it is fully cognizant of requirements pursuant to:

- * Title III of the OAA of 1965, as amended in 1992, (P.L. 102-375), or specific state legislation authorizing the service being bid upon and the NC Division of Aging Service Standards
- * Title VI of the Civil Rights Act of 1964
- * Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act
- * Equal Opportunity Employment Act

4. Appeal Procedure

Bidders who are not recommended for funding and desire to appeal the decision of the County of Bertie must adhere to the following appeal process:

- a. A letter must be written to the Bertie Count Council on Aging, attention: Venita Thompson, Director, stating the procedural ground for appeal and request a hearing within ten (10) calendar days of the initial decision. Upon receiving the letter of complaint, the Director will forward a copy of such letter to the manager of Bertie County.
- b. The County's Aging Director will hold a consultation with the person filing the complaint. This person will be allowed sufficient time to present their case and will be requested to answer questions.
- c. The next appeal must be made directly to the County of Bertie by making a written request stating the exact nature of the complaint. The Bertie County Manager will advise the person filing the complaint of the date and time that he/she is scheduled to present the case. Sufficient time will be allowed for presentation of the complaint and that person will be requested to answer questions. The County of Bertie will render a decision regarding the complaint within ten (10) days following the hearing via certified mail.
- d. The appellant bidder will have sixty (60) calendar days from the date that an adverse decision has been rendered to make the next appeal. The next appeal must be made to the appropriate State Agency and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the County of Bertie. The State Agency will inform the person filing the complaint of its appeal procedures and will inform the County of Bertie that a complaint has been filed. Procedures thereafter will be determined by the appeals process of the State Agency. State Agency address: North Carolina Division of Aging, 2101 Mail Service Center, Raleigh, North Carolina 27699-2101.

5. Invitation For Bids (IFB) Negotiations

Prior to the award of the contract, the County of Bertie reserves the right to negotiate specific terms in the IFB. The County of Bertie reserves the right to accept or reject any and all IFBs, in whole or part, and waive irregularities not affect substantial rights of the contracting agency. The IFB response time may be extended if responses are rejected and additional advertisements for IFBs are made. The County of Bertie reserves the right to request additional information from the agency at any time during the IFB process or prior to contract execution.

Acceptance of the IFB, or portion thereof, is contingent upon receipt of funding from the NC Division of Aging and compliance with any statutory revisions affecting the funds.

6. Indemnity and Insurance

The agency responding to the IFB agrees to indemnify and save harmless the **County of Bertie**, its representatives and employees from and against any and all

loss, cost, damage, expense, and liability caused by an accident or other occurrence causing bodily injury, including death, sickness, and disease to any person, or damage or destruction to property, real or personal, which may arise from operations, products or services rendered under this contract.

The agency, at its own expense, shall purchase **before contract agreement is signed** and maintain for the duration of this contract automobile insurance, comprehensive general liability and Worker's Compensation for the amounts required under State Law.

7. Accounting Procedures

The agency shall follow the general recognized accounting practices outlined in Federal Regulations Title 45 CFR part 92 or all funds including client contributions (cost sharing).

8. Policy Manual Requirements

The agency shall comply with the requirements listed in the North Carolina Division of Aging Home and Community Care Block Grant Manual and the Policy and Procedures Manual of the North Carolina Division of Aging.

9. Assessment and Monitoring

The agency agrees that if its proposal is accepted it will be assessed and monitored by the County of Bertie throughout the contract period for the purpose of providing assistance to the agency and to assure that the contract is being implemented appropriately.

The result of the programmatic and fiscal assessment of the Home and Community Care Block Grant funded programs by the AAA will be the primary factor in determining if a twelve (12) month contract can be extended.

10. Subcontracting

There will not be subcontracting for services using federal or state funds administered through the County of Bertie unless services cannot otherwise be provided.

11. Record Retention

Contractor must maintain books and records for accountability and audit purposes for a period of not less than three (3) years from date of the end of the contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

NUTRITION BIDS CHECKLIST

* NOTE: Bids received after the due date and time will not be accepted. If qualifications and document requirements are not provided with the bid package as outlined in the "Bid Specifications and Requirements," the bid will not be accepted.

Bid Submitted by: _____

<input type="checkbox"/>	Envelope clearly labeled "Sealed Bid - Do Not Open" and states agency's name
<input type="checkbox"/>	Deposit equal to 5%
<input type="checkbox"/>	Single meal or unit of service cost
<input type="checkbox"/>	2 four-week cycle menus (April-September and October-March) with nutritional analysis, foods identified and signed by Registered Dietician
<input type="checkbox"/>	Copy of Registered Dietician's current credentials
<input type="checkbox"/>	Copy of current sanitation report with no less than A rating
<input type="checkbox"/>	Letter from the Health Inspector that states the vendor has the capacity to handle 130 meals per day in additon to current workload
<input type="checkbox"/>	Most recent audit or accountants opinion of fiscal operation
<input type="checkbox"/>	Bidder Qualifications Sheet filled out completely

FOR OFFICE USE ONLY:

Bid Reviewed by: _____

Signature: _____

Date: _____



C-4

May 4, 2021

Dear Bonnie Powell,

Congratulations! The Juvenile Community Programs Section is pleased to announce that Teen Court and Conflict Resolutions has been awarded discretionary funding in the amount of \$4,000 for FY 2020-2021! This award is to fund the following: **Funds will be used to support the social justice program during the summer.**

As a reminder, discretionary awards for the 2020-2021 are treated as additional JCPC dollars and equipment or capital outlay, valued at \$500 or more with a useful life in excess of one year, must have a cash match. In order to complete the award process, please access NCALLIES, complete a Program Agreement Revision, and prompt your Area Consultant via email once the revision is completed. If you have any questions or need technical assistance to complete the revision process, please contact your consultant.

We are providing this notification of discretionary fund award to your agency to ensure that all local approvals by the JCPC and local county commission boards may be accomplished. However, there may be some modifications to this process locally, given the effects of COVID-19 and direct impacts on public meetings. Please check with your local county government officials to ensure that all local actions taken to complete this process are in accordance with locally approved/adjusted protocols.

Please note the following timeline to ensure timely disbursement of discretionary fund awards:

- **May 7, 2021-** Programs/JCPCs awarded discretionary funds **must submit a Program Agreement Revisions in NCALLIES** for Consultant review.
- **May 28, 2021** – All JCPC approval actions must be finalized. *County approval is required before the expenditure of discretionary funds. Consult with your county officials about any variations in the approval practice due to the coronavirus pandemic. Note: Administrative Code 14B NCAC 11B.0106 states that prior county approval is required for discretionary funds. It does not indicate the specific protocols of the approval. Our DPS policy sets forth local JCPC approval processes. However, the Department is allowing local discretion as to how counties approve requests. We will accept county approvals as the county determines appropriate at this time.*
- **June 4, 2021- All Program Agreement Revisions must be locally approved and signed (not just submitted in NCALLIES) via DocuSign.**

Note: Failure to meet the June 4th signature deadline may result in termination of the award of discretionary funds.

Thank you for your continued investment in the youth and families of North Carolina through the valuable services that you offer, particularly during this time of significant challenges for our state and for the youth and families that we serve. It is our hope that this discretionary fund award will further enhance and offer the needed support for your agency to provide continuity of services for our juveniles and their families.

Kind regards,

A handwritten signature in cursive script that reads "Cindy Porterfield".

Cindy Porterfield, Director
Juvenile Community Programs

Cc: JPCP Chairperson
County Finance Officer



C-5

May 4, 2021

Dear Marcia S Watford,

Congratulations! The Juvenile Community Programs Section is pleased to announce that Children Matters – Bertie has been awarded discretionary funding in the amount of \$4,700 for FY 2020-2021! This award is to fund the following: **Summer Camp**

As a reminder, discretionary awards for the 2020-2021 are treated as additional JCPC dollars and equipment or capital outlay, valued at \$500 or more with a useful life in excess of one year, must have a cash match. In order to complete the award process, please access NCALLIES, complete a Program Agreement Revision, and prompt your Area Consultant via email once the revision is completed. If you have any questions or need technical assistance to complete the revision process, please contact your consultant.

We are providing this notification of discretionary fund award to your agency to ensure that all local approvals by the JCPC and local county commission boards may be accomplished. However, there may be some modifications to this process locally, given the effects of COVID-19 and direct impacts on public meetings. Please check with your local county government officials to ensure that all local actions taken to complete this process are in accordance with locally approved/adjusted protocols.

Please note the following timeline to ensure timely disbursement of discretionary fund awards:

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- **May 28, 2021** – All JCPC approval actions must be finalized. *County approval is required before the expenditure of discretionary funds. Consult with your county officials about any variations in the approval practice due to the coronavirus pandemic. Note: Administrative Code 14B NCAC 11B.0106 states that prior county approval is required for discretionary funds. It does not indicate the specific protocols of the approval. Our DPS policy sets forth local JCPC approval processes. However, the Department is allowing local discretion as to how counties approve requests. We will accept county approvals as the county determines appropriate at this time.*
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Note: Failure to meet the June 4th signature deadline may result in termination of the award of discretionary funds.

Thank you for your continued investment in the youth and families of North Carolina through the valuable services that you offer, particularly during this time of significant challenges for our state and for the youth and families that we serve. It is our hope that this discretionary fund award will further enhance and offer the needed support for your agency to provide continuity of services for our juveniles and their families.

Kind regards,

A handwritten signature in cursive script that reads "Cindy Porterfield".

Cindy Porterfield, Director
Juvenile Community Programs

Cc: JPCP Chairperson
County Finance Officer



C-6

Bertie County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 110,000 Local Match: \$ 30,220 Rate: 10%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Children Matters	\$27,000	\$2,700		\$7,000			\$36,700	26%
2	Second Chance Counts	\$25,000	\$2,500		\$3,000			\$30,500	18%
3	Bertie Vocational Education Program	\$33,000	\$3,300					\$36,300	9%
4	Bertie County Conflict Resolutions Teen Court	\$19,000	\$1,900		\$9,820			\$30,720	38%
5	JCPC Administration	\$6,000						\$6,000	
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$110,000	\$10,400		\$19,820			\$140,220	22%

The above plan was derived through a planning process by the Bertie County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

—DPS Use Only—

Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer



C-7

What is the North Carolina Memorandum of Agreement (NC MOA)?

- Seventy-six counties and eight municipalities have filed lawsuits in federal court to hold accountable several companies involved in manufacturing, marketing, promoting, and distributing prescription opioid drugs.
- Local governments and the state are hopeful that a National Settlement Agreement with the companies involved in national opioid litigation may be forthcoming, along with additional potential proceeds from a related bankruptcy resolution.
- The proposed North Carolina Memorandum of Agreement (NC MOA) governs how North Carolina would use its share of opioid settlement funds and includes a high level of transparency and accountability.
- Under the NC MOA, all opioid settlement funds would be directed as follows:
 - 15% to the state (which the General Assembly would have authority to appropriate on a wide range of strategies to address the epidemic)
 - 80% to local governments, including all 100 counties plus 17 municipalities, allocated among those counties and municipalities through a formula developed by attorneys representing local governments in national litigation
 - An additional 5% percent into an incentive fund for any county (and any municipality in that county receiving settlement funds) in which the county itself and every municipality with at least 30,000 residents (based on 2019 population totals) in the county signs the NC MOA

Why should municipalities sign the NC MOA?

- For North Carolina to receive the maximum payout under any potential national opioid settlements it is important that all 100 counties, and all large and medium-sized municipalities sign onto the NC MOA and those national settlement agreements.
- The NC MOA is designed to maximize the share of opioid settlement funds received in the state to help abate the harm caused by opioids and ensure the resources reach communities as quickly, effectively, and directly as possible.
- Residents of all municipalities in North Carolina – including those that receive settlement funds and those that do not – stand to benefit from county programs and services supported with opioid settlement funds.
- It is advantageous to all North Carolinians for all local governments to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic.

By signing the NC MOA, what resources could municipalities receive?

- Under the national settlement and bankruptcy resolution (taken together), up to \$850 million would be allocated to North Carolina for opioid remediation over an 18-year period.
- The potential settlement money would be allocated among states based on population and the local impact of the opioid crisis, as determined by public health statistics related to opioid misuse.
- The allocation formula also includes an incentive that increases the payment amounts as more counties and municipalities join the settlement.
- **The national settlement agreement is expected to provide the highest benefits to state and local governments that have 100% participation in signing on to their state agreements and the National Settlement Agreement.**
- If the NC MOA is adopted by all 100 counties and the following 17 municipalities, these local governments would be eligible to receive direct funding from the “Local Abatement Fund,” which accounts for 80% of North Carolina’s total allocation. *This group includes the eight municipalities involved in the national litigation and nine other municipalities with a population of 75,000 or greater - based on 2019 population totals. *(Percentage allocations are shown in NC MOA Exhibit G).*
- **Under the MOA, 17 municipalities could receive direct funding including:** Asheville, *Canton, Cary, Charlotte, Concord, Durham, *Fayetteville, Gastonia, *Greensboro, Greenville, *Henderson, *Hickory, High Point, *Jacksonville, Raleigh, *Wilmington, *Winston-Salem (** denotes municipalities that are party to the national settlement litigation*).

If a municipality gets opioid settlement funds, how could the money be spent?

- Any national opioid settlement and bankruptcy resolution will direct state and local governments to use most opioid settlement funds to address the epidemic. Consistent with this principle, the NC MOA offers local governments two options:
 - A. Under Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic.
 - B. Under Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in a collaborative strategic planning process involving a diverse array of stakeholders at the local level.

Information for Counties to Discuss the NC MOA with Municipal Partners



- Under Option A, local governments may use opioid settlement funds to support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions. Specifically, under Option A, local governments may use opioid settlement proceeds to fund the following: *(See NC MOA Exhibit A for additional detail)*
 1. Collaborative strategic planning
 2. Evidence-based addiction treatment
 3. Recovery support services
 4. Recovery housing support
 5. Employment-related services
 6. Early intervention
 7. Naloxone distribution
 8. Post-overdose response teams
 9. Syringe service programs
 10. Criminal justice diversion programs
 11. Addiction treatment for incarcerated persons
 12. Reentry programs for recently incarcerated persons
- The Option B strategies include a wider array of strategies than would be allowed under any national settlement or under a resolution of bankruptcy proceedings. This includes strategies that: *(See NC MOA Exhibit B for a current version of the Option B national strategy list)*
 - A. Treat Opioid Use Disorder (OUD)
 - B. Support people in treatment and recovery
 - C. Provide connections to care
 - D. Address the needs of criminal-justice-involved persons with OUD
 - E. Address the needs of pregnant or parenting women and their families
 - F. Prevent over-prescribing of opioids
 - G. Prevent misuse of opioids
 - H. Prevent overdose deaths and other harms (harm reduction)
 - I. Support first responders
 - J. Promote leadership, planning, and coordination
 - K. Fund relevant training and research
- Under Option B, a local government may fund one or more strategies from the longer list of national strategies after engaging in collaborative strategic planning at the local level. This involves: *(See NC MOA Exhibit C for additional detail)*
 - Engaging a wide array of local stakeholders

- Exploring the root causes of drug misuse, addiction, and overdose death in the area
- Identifying and evaluating potential strategies to address the epidemic
- Looking for opportunities to fill gaps in existing programs, align strategies, and combine opioid settlement funds with other sources of funding
- Offering comprehensive recommendations to the county board, city council, or other governing body

What is the allocation formula used to determine North Carolina's portion of opioid settlement funds, the county-by-county allocations, and allocations to eligible municipalities?

- The allocation model for the NC MOA is derived directly from the allocation model developed at the national level by experts retained by the outside counsel for local governments. (*Counties and municipalities that are party to the national litigation may want to refer to their local counsels for more information on how the national allocation model was developed).
- The national allocation model (the "Allocation Model"), available at allocationmap.iclaimsonline.com, is based on the level of historical opioid usage, abuse, and deaths in each county, calculated using national data that is collected for each county, rather than population. The Allocation Model gives equal weight to each of these three factors (described in more detail below). Thus, a hypothetical county with an OUD percentage of .3%, and overdose deaths percentage of .2% and an amounts of opioids percentage of .16% would receive an overall allocation of .22%. A county's litigating status is not a factor. The three-factors used to determine the allocation of potential opioids settlement proceeds among counties include:
 - A. Opioid Use Disorder ("OUD").** Under this factor, each county is assigned a percentage derived by dividing the number of people in the county with OUD by the total number of people nationwide with OUD. The Model uses data reported in the National Survey on Drug Use and Health ("NSDUH") for 2017. The data is accessible at <https://bit.ly/2HqF554>.
 - B. Overdose Deaths.** This factor assigns to each county a percentage of the nation's opioid overdose deaths. The percentage is based on Multiple Causes of Death ("MCOB") data reported by the National Center for Health Statistics ("NCHS"), the Centers for Disease Control ("CDC") and the Department of Health and Human Services ("DHHS"). The data so reported is adjusted using a standard, accepted method (the "Ruhm Adjustment") designed to address the well-established under-reporting of deaths by opioids overdose.

C. Amount of Opioids. This factor assigns to each county a percentage of the national opioids shipments during 2006-2016 (expressed as morphine molecule equivalents, or MMEs) that produced a negative outcome. This percentage is based on data reported by the U.S. Drug Enforcement Agency (“DEA”) in its ARCOS (Automation of Reports and Consolidated Orders System) database. Each county’s share of national shipments is multiplied by the higher of two ratios: (1) the ratio of the percentage of people in the county with OUD to the percentage of people nationwide with OUD; or (2) the ratio of the percentage of people in the county who died of an opioids overdose between 2006-2016 to the national percentages of opioids overdose deaths during that time.

What is the “Incentive Fund”?

- The 5% Incentive Fund is intended to help local governments sign onto the NC MOA. It will go directly to eligible local governments as a direct allocation as well and can be used for opioid remediation activities as set forth in the NC MOA.
- A county or municipality may receive an additional (smaller) amount in connection with the incentive fund described in Section G to the MOA. The NC MOA directs **five percent** of all settlement funds flowing to the state into an incentive fund that would be divided among those counties (and any municipalities in those counties that stand to receive settlement funds under NC MOA Exhibit G) in which the county itself and every municipality in the county with at least 30,000 residents (based on 2019 population totals) signs the MOA.
- If everyone signs onto the agreement, local governments can expect to receive as much as 85% of the opioid settlement funds that come to North Carolina.

What is timeline for getting resolutions passed in support of the NC MOA?

- All counties and municipalities should sign the agreement as soon as possible. If all counties and municipalities above 30,000 in population sign onto the agreement without delay, we expect local governments will receive **as much as 85% in direct allocations** from any forthcoming national opioid settlement funds.
- However, if the NC MOA does not go into effect, we anticipate that North Carolina’s allocation will be governed by the default allocations included in the national settlement agreements. We expect the default arrangement would provide **as little as 15%** of state settlement funds in direct payments to local governments.



A RESOLUTION BY THE COUNTY OF BERTIE APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Bertie County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Bertie County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Bertie County authorizes the County Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 10th day of May, 2021.

Tammy Lee, Chair
Bertie County Board of Commissioners

ATTEST:

LaShonda Cartwright
Clerk to the Board

(SEAL)

**MEMORANDUM OF AGREEMENT
 BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
 ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
 - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
 6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

- a. Option A.
- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.
- b. Option B.
- i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
 - iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
 - iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
 - v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.
 - a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
 - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.
 - e. Compliance and non-compliance.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina,
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKE-HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
- i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT**

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

**EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR BERTIE COUNTY AND ITS MUNICIPALITIES

County Government

BERTIE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____