NORTHAMPTON COUNTY REGULAR SESSION August 3, 2015

Be It Remembered that the Board of Commissioners of Northampton County met on August 3, 2015 with the following present: Robert Carter, Fannie Greene, Chester Deloatch, Virginia Spruill, and Joseph Barrett

Others Present: Kimberly Turner and Michelle Nelson

Absent: Scott McKellar

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner noted under Tab 6, to remove item number 1, and reschedule that discussion under a work session before the August 17th meeting at 10:00 am.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. She also gave the Invocation, and the Pledge of Allegiance was recited.

Approval of Regular Meeting Minutes for July 20, 2015:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Meeting Minutes for July 20, 2015. *Question Called:* All present voting yes. <u>Motion carried.</u>

Approval of Closed Session Minutes for July 20, 2015:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session minutes for July 20, 2015. *Question Called: All present voting yes.* Motion carried.

Approval of Agenda for August 3, 2014:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda with the afore-stated change under item 6. *Question Called: All present voting yes.* <u>Motion carried.</u>

Able Home Health Care, LLC Contract and Northeastern Home Care, Inc. Contract:

Mrs. Shelia Manley-Evans, DSS Director, appeared before the Board asking for approval of the contract for a new facility, Able Home Health Care in Roanoke Rapids, and the increase in funding for Northeastern Home Care in Conway.

A motion was made by Robert Carter and seconded by Virginia Spruill that the contracts for Able Home Health Care and Northeastern Home Care, Inc. be approved as submitted. <u>Question</u> <u>Called:</u> All present voting yes. <u>Motion carried.</u>

PLEASE SEE SCANNED DOCUMENTS WHICH ARE HEREBY MADE A PART OF THESE MINUTES:

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Date Revisions were made?	
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Non encumbered contract Yes No	_
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COUNTY MANAGER	Date Received Date Approved:
BOARD OF COMMISSIONERS	CLERK TO THE BOARD
Date approved by Board	Date Received Date Attested:
CONTRACT ADMINISTRATOR	
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File County Original / Add to Database:	Date:				
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Contract # N66202 Fiscal Year Begins 07/01/2015 Ends 06/30/2016

This contract is hereby entered into by and between the Northampton County Department of Social Services (the "County") and **Able Home Health Care, LLC.,** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is **56-221-5960**.

1.	Contract Documents: This Contract consists of the following documents: (1) This contract (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C) (5) Conflict of Interest (Attachment D) (6) No Overdue Taxes (Attachment E) (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F) (8) Federal Certification Regarding Lobbying (Attachment G) (9) Federal Certification Regarding Debarment (Attachment H) (10) If applicable, HIPAA Business Associate Addendum (checklist and forms) (11) Certification of Transportation (Attachment J) (12) If applicable, IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (13) Certain Reporting and Auditing Requirements (Attachment L) (14) State Certification (Attachment M) (15) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on 07/01/2015 and shall terminate on 06/30/2016, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 132,596. This amount consists of \$ 116,022 in Federal funds (CFDA #93.667), \$ 3,315 in State Funds, \$13,260 in County funds
	X a. There are no matching requirements from the Contractor.
	 b. The Contractor's matching requirement is \$ In-kind Cash Cash and In-kind Cash and/or In-kind
Tł	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$
S .	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
County Mailing Address	Shelia Manley-Evans, Director Northampton P.O. Box 157 Jackson, NC 27845	County Street Address	Shelia Manley-Evans, Director Northampton 9588 NC 305 Hwy Jackson, NC 27845
Telephone Fax Email	252-534-1983 252-534-0061 shelia.evans@nhcnc.net		

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS	
Name & Title Company Name Mailing Address City State Zip	June Shearin, Director Able Home Health Care, LLC 1078 Hwy 48 Roanoke Rapids, NC 27870	Name & Title Company Name Street Address City State Zip	
Telephone Fax Email	252-535-4400 252-535-2109		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - · Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each

Signature

Printed Name

Country

Signature Shelia Manley-Evans

Shelia Manley-Evans

Printed Name Shelia Manley-Evans

Date

Director of Social Servines

Northampton Co. Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of County Finance Officer

Date

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CONTRACT # N66201	Amount \$	Level I &	Level II & I	II Care	\$12.30/hr
Original Contract sent to Contract Administrator	Date:	6/23	5/2015		
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Contract # N66201 Fiscal Year Begins 07/01/2015 Ends 06/30/2016

This contract is hereby entered into by and between the Northampton County Department of Social Services (the "County") and **Northeastern Home Care Inc**. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is **30-0289586**.

1.	Contract Documents: This Contract consists of the following documents: (1) This contract (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C) (5) Conflict of Interest (Attachment D) (6) No Overdue Taxes (Attachment E) (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F) (8) Federal Certification Regarding Lobbying (Attachment G) (9) Federal Certification Regarding Debarment (Attachment H) (10) If applicable, HIPAA Business Associate Addendum (checklist and forms) (11) Certification of Transportation (Attachment J) (12) If applicable, IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gcv/pub/irs-fill/k1023.pdf (13) Certain Reporting and Auditing Requirements (Attachment L) (14) State Certification (Attachment M)
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3.	Effective Period: This contract shall be effective on 07/01/2015 and shall terminate on 06/30/2016, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 132,596. This amount consists of \$ 116,022 in Federal funds (CFDA #93.667), \$ 3,315 in State Funds, \$13,260 in County funds
	X a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$ □ In-kind □ Cash and In-kind □ Cash and/or In-kind
Th	The contributions from the Contractor shall be sourced from non-federal funds, ne total contract amount including any Contractor match shall not exceed \$
	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
Name & Title County Mailing Address City, State, Zip	Shelia Manley-Evans, Director Northampton P.O. Box 157 Jackson, NC 27845	County Street Address	Shelia Manley-Evans, Director Northampton 9588 NC 305 Hwy Jackson, NC 27845
Telephone Fax Email	252-534-1983 252-534-0061 shelia.evans@nhcnc.net	8	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip		Name & Title Senthia Newsome, Director Company Name Northeastern Home Care, Inc. Street Address 9181 US 158 Hwy City State Zip Conway, NC 27820
Telephone Fax Email	252-585-0589	

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Sentho Leurene	6/19/15
Signature Senthia Newsome	Date
Senthia Newsone	Harney Dunter
Printed Name Senthia Newsome	Title
cgulyry A	
Helia Marley Toos	6-19-15
Signature Shelia Manley-Evans	Date
Shelrie Manley - Evans Dor	ector of DSS in Northaupton
Printed Name Shelia Manley-Evans	Title
This instrument has been pre-audited in the manner required by the Local Co	Government Budget and Fiscal Control Act.
Dorothy E. Vido	6-26-15
Signature of County Finance Officer	Date

Stepping Up Initiative Resolution and Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board with a resolution that was approved by the North Carolina Association of County Commissioners' Board of Directors in support of the "Stepping Up Initiative" that is being led by the National Association of Counties.

A motion was made by Virginia Spruill and seconded by Joseph Barrett to approve and adopt the resolution Stepping Up initiative to reduce the number of people with mental illnesses in jail. *Question Called: All present voting yes.* **Motion carried.**

Ms. Turner also presented a follow-up discussion from the last meeting where Vice-Chairman Barrett asked the Board to reconsider funding to the Forestry service for a new vehicle. Ms. Turner has spoken with Mr. Black in reference to the funding from the State. He sent her an email that stated that the funding from the State for the new vehicle is budgeted and will be there until the end of the year. If it is not utilized, it will revert back to the State. She mentioned that if the Board would like to appropriate \$13,200 for the Forestry Vehicle, Mr. Black has indicated that he has no problem waiting on the funding until January, but he would like a letter of commitment from the County saying that we will provide those funds then.

A motion was made by Joseph Barrett and seconded by Chester Deloatch to approve the funding of the \$13,200 for the Forestry Truck and offer them a letter of commitment of these funds to come from Contingency. *Question Called:* yes (Commissioners Barrett, Deloatch, and Greene); no (Commissioners Carter and Spruill). Motion carried.

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> <u>HEREBY MADE A PART OF THESE MINUTES:</u>

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

PHONE (252) 534-2501 • FAX (252) 534-1166

"Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jails"

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jails each year

WHEREAS, prevalence rates of serious mental illnesses in confinement facilities are three to six times higher than for the general population, with statistics showing that almost 13% of North Carolina's prison population requires some type of intervention due to mental health issues; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have cooccurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses can continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals, their families, and their communities; and

WHEREAS, county jails are generally an unsafe environment for those with mental health treatment needs; and

WHEREAS, the North Carolina Association of County Commissioners has undertaken a serious effort to address the local service needs of those with mental illnesses through the appointment of a special Task Force; and

WHEREAS, Northampton County, like all counties, takes pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient, safe, and socially just ways; and

WHEREAS, through the Stepping Up Initiative, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging counties to reduce the number of people with mental illnesses in county jails;

NOW, THEREFORE BE IT RESOLVED, by the Northampton County Board of Commissioners,

1. That the Board of Commissioners does hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail and commits to sharing lessons learned with other counties in North Carolina and across the country to support the Stepping Up Initiative; and

- 2. That the Board of Commissioners will utilize resources available through the Stepping Up Initiative and other resources provided by the Council of State Governments Justice Center to convene a diverse team of leaders and decision makers from multiple agencies who are committed to safely reducing the number of people with mental illnesses in jails, and
- 3. That this team will utilize the comprehensive resources available through the Stepping Up Initiative to develop a plan to reduce the number of people with mental illness in the county jail for 2016-2020, consistent with the Council of State Governments Justice Center report and recommendations, to be presented to the Board of Commissioners at its first meeting in December 2015.

PASSED AND APPROVED in this day of		, 2015.
Fannie P. Greene, Chairwoman		
Northampton County Board of Commissioners		
Michelle Nelson, Clerk		
Northampton County Board of Commissioners	8	

Ad Valorem Tax Appeals, Tax Collections 2014 Settlement, and Appeal by Frank Matthew Mcnair:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$190.54 on two appeals.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that the Board approve the request for release of the funds of \$190.54. *Question Called: All present voting yes.* **Motion carried.**

Mrs. Allen also appeared before the Board to obtain approval of the tax collections 2014 unaudited settlement.

A motion was made by Robert Carter and seconded by Virginia Spruill that the Board approve the unaudited report for the tax collection settlement ending June 30, 2015. *Question Called: All present voting yes.* Motion carried.

Mrs. Allen also appeared before the Board to seek a decision whether to approve a refund on tax bill 14A0109178 in the amount of \$501.74.

A motion was made by Robert Carter and seconded by Virginia Spruill to deny the request for a refund for tax bill 14A0109178. *Question Called: All present voting yes.* **Motion carried.**

Citizens/Board Comments:

Chairwoman Greene called for citizens comments.

Mrs. Helen Wilkins appeared before the Board with issues concerning high water bills, being billed for sewage despite the fact that she's reconnected to her septic tank, and her issues with the Public Works Department.

Chairwoman Greene called for Board comments.

Vice-Chairman Barrett wanted to announce that there will be a literacy kickoff event on August 5th at 5:30 pm at the Wellness Center.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to recess regular session and enter into closed session for the purpose of G.S. 143-318.11 (a)(6) and G.S. 143-318.11 (a)(4). *Question Called:* All present voting yes. Motion carried.

Closed Session G.S. 143-318.11 (a)(6) and G.S. 143-318.11 (a)(4):

A motion was made by Chester Deloatch and seconded by Virginia Spruill to adjourn closed session. *Question Called: All present voting yes.* Motion carried.

A motion was made by Robert Carter and seconded by Joseph Barrett to enter into regular session. *Question Called: All present voting yes.* <u>Motion carried.</u>

Board of E&R: Appeals of Real Property:

Chairwoman Greene recessed the regular session to convene the Board of E&R.

Mrs. Allen appeared before the Board once again to conduct the Board of Equalization and Review.

<u>PLEASE SEE TAX DEPARTMENT FOR MINUTES OF BOARD OF EQUALIZATION & REVIEW</u>

Chairwoman Greene recessed the Board of Equalization and Review until August 25, 2105 at 10:00 am.

Chairwoman Greene called for Board Comments.

Commissioner Spruill mentioned that she, Commissioner Carter, and Vice-Chairman Barrett attended a Press Conference concerning sales tax in Raleigh. She felt that Senator Brown's proposal would be a great asset to the rural counties especially.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to adjourn. <u>Question</u> <u>Called:</u> All present voting yes. <u>Motion carried.</u>

Michelle Nelson, Clerk to the Board "r.m. 08-03-15"