

**Modification Agreement to the
MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
GUILFORD COUNTY**

The parties agree to modify the MOU as set forth below. The terms and conditions set forth in the MOU are adopted by reference and fully incorporated as if set forth herein. The terms of this Modification Agreement supersede and replace any conflicting or contrary terms of the MOU.

2.1 Default and Modification

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

12.0 Notice

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

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

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|--|--|
| Michael Becketts, Assistant Secretary NC Department of Health and Human Services 2001 Mail Services Center Raleigh, NC 27699-2001 | Michael Becketts NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Michael.Becketts@dhhs.nc.gov |

14.0 Responsibilities of the County

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

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX. For a County Performance Measure designated in Attachments I through IX as a Growth Measure, the County's performance will be assessed based on its achievement of this Growth Measure. The County will ultimately work towards achievement of the Standard Measure.

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|--|---|
| 1 | The County will initiate 95% of all screened-in reports within required time frames | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p> |
| 2 | For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|--|--|
| 1 | The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure the ongoing safety of children and the engagement and well-being of families.</p> <p>Child and Family Services Improvement Act of 2006 (Public Law 109–288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))</p> |
| 2 | The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |
| 3 | The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |
| 4 | The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children who are removed from their homes experience stability while they are in foster care.</p> <p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|--|---|---|
| 1 | 80% of paternities established or acknowledged for children born out of wedlock. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Paternity establishment is an essential component in obtaining and enforcing support orders for children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1</p> |
| 2 | 80% of child support cases have a court order establishing support obligations. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1</p> |
| 3 | 80% of current child support paid. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>The current collections rate is an indicator for the regular and timely payment of child support obligations.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1</p> |
| 4 | 80% of cases received a payment towards arrears. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Collection of child support has been shown to reduce child poverty rates and improve child well-being.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1</p> |

| | | | |
|---|--|---|--|
| 5 | The county will meet its annual goal of total child support collections. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1</p> |
|---|--|---|--|

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

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

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|----------|--|---|---|
| 1 | The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b) |
| 2 | The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b) |
| 3 | The County will process 95% Work First applications within 45 days of receipt. | The County will process 95% Work First applications within 45 days of receipt. | Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31 |
| 4 | The County will process 95% Work First recertifications no later than the last day of the current recertification period. | The County will process 95% Work First recertifications no later than the last day of the current recertification period. | Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31 |

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

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

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|---|--|
| 1 | The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103 |
| 2 | The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103 |

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|--|---|---|
| 1 | The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p> |
| 2 | The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p> |

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

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

ATTACHMENT X— CORRECTIVE ACTION

For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU..

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

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

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended

period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.

- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

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

Effective Date: This Modification Agreement shall become effective upon the date of execution by both parties and shall continue in effect until June 30, 2019.

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

Guilford County

BY: _____
Name

TITLE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Name

TITLE: _____

DATE: _____