

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: May 3, 2021

SUBJECT: Amendment 1 to the FY 2022 Consolidated Agreement
NC Department of Health & Human Services (NC DHHS)

PRESENTER: Steve Smith, Health Director

ATTACHMENTS: 1. Email dated April 8, 2021 (Gilliatt) outlining changes represented in Amendment 1

2. Amendment 1 to the FY 2022 Consolidated Agreement
*Signatures on page 4 (County Official & Finance Officer)

SUMMARY OF REQUEST:

The Henderson County Department of Public Health is requesting approval of Amendment 1 to the FY 2022 Consolidated Agreement with the NC Department of Health & Human Services. The Board of Commissioners previously approved the master FY 2022 Consolidated Agreement on March 17, 2021. The email dated April 8, 2021 from NC DHHS staff outlines the fundamental changes represented in the amendment. The amendment should be signed by the same individuals that signed the original agreement, Mr. Bill Lapsley as County Official and Mrs. Samantha Reynolds as Finance Officer.

The Henderson County Board of Health reviewed and approved the document at their April 13, 2021 meeting with guidance to forward the agreement to the Board of Commissioners for their consideration and final approval.

The document has also been shared with the County Finance Director.

BOARD ACTION REQUESTED:

The Board is requested to approve Amendment 1 to the FY 2022 Consolidated Agreement with the NC Department of Health & Human Services as presented.

Suggested Motion:

I move the Board approve Amendment 1 to the FY 2022 Consolidated Agreement between the NC Department of Health & Human Services and the Henderson County Department of Public Health.

Steve Smith

From: Gilliatt, Adrienne <adrienne.gilliatt@dhhs.nc.gov>
Sent: Thursday, April 8, 2021 5:07 PM
To: Steve Smith
Cc: Pam Gash
Subject: Henderson - Amendment 1 to the FY22 Consolidated Agreement - for your signatures
Attachments: CA-1 FY22 Henderson.pdf

Here is the Amendment 1 to the FY22 Consolidated Agreement (CA-1) for your signatures.

If a County Official signed your FY22 Consolidated Agreement, that person must also sign this CA-1.

If you are able, please email this signed CA-1 back to me rather than mailing it. (If you need to mail it, please make two sets to sign and mail them to me using the mailing address listed below. If choosing to use the courier, they require that you use the mail service center address instead.)

Thank you.
~Adrienne

This info below is a repeat of some info Beth Lovette emailed to all health directors about this CA-1 (on 22 March 2021):

The high level rationale for the amendment are as follows:

- **LHD RESPONSIBILITIES and DPH RESPONSIBILITIES:**

- Aid-to-Counties system (formerly known as the WIRM) reporting requirements are changing: LHDs will no longer be required to report local expenditures except when a local match is a part of a federal or state specific funding requirement. Teen Pregnancy Prevention is the only program that currently requires a local match (also known as maintenance of effort)
- Health Services Analysis (HSA) is still a requirement, so that verbiage remains in place
- We've made edits to both the LHD and DPH sections to reflect these changes

- **FISCAL CONTROL:**

- Clarifying local appropriations budget requirements, local earned revenues budgeting and reporting and non-supplantation requirements pursuant to NCGS 130A-4.1.(a) for Women's and Children's Health Section and (b) and for health promotion services in NCGS 130A-4.2.
- The broad Maintenance of Effort requirement in the CA for maternal health, child health and family planning program activities is obsolete, so we are deleting the language in the CA and deleting Attachment A referenced in the CA
- Edits to reflect updates in Aid-to-County reporting requirements

NOTE: Health directors requested a webinar/call for local finance officers and others to provide the updates in the Consolidated Agreement Amendment and specifically to review the changes in the Aid-to-Counties reporting. Our Local Technical Assistance and Training Branch will plan and host this event in May, in anticipation of the changes in this amendment becoming effective June 1, with reporting in July.

Adrienne Gilliatt

LHD Agreements Specialist • adrienne.gilliatt@dhhs.nc.gov • NC DHHS, Division of Public Health, Contracts Office

Mailing Address: 5605 Six Forks Rd 3-2-C11, Raleigh NC 27609

Courier Mailing Address: 1916 Mail Service Center, Raleigh NC 27699

Amendment 1 to the FY 2022 Consolidated Agreement

This Amendment 1 amends the Consolidated Agreement in force for the period from June 1, 2021 to May 31, 2022, that is between the **North Carolina Department of Health and Human Services, Division of Public Health** (hereinafter referred to as “DPH”) and the **Henderson County Department of Public Health** (herein after referred to as “LHD”). This Amendment 1 is hereby effective on June 1, 2021.

As provided for under the terms of this Agreement, DPH and the LHD agree to amend the following agreement provisions:

A. LHD RESPONSIBILITIES

Subparagraph a. Performance, item 9. is hereby deleted, and its item number is reserved.

a. Performance

9. Deleted and reserved.

Subparagraph b. Data/Reporting, item 4. is hereby deleted and replaced in its entirety:

b. Data/Reporting

4. The LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina’s centralized reporting system known as the LHD Health Services Analysis.

B. DPH RESPONSIBILITIES

Subparagraph c. Data/Reporting, item 1.d) is hereby deleted and replaced in its entirety:

c. Data/Reporting

1. DPH shall provide the following automated data and surveillance systems to collect DPH program-related data from client, service, encounter and other data on behalf of the LHDs and other public health programs. DPH shall provide business and technical support to the users of these systems. DPH shall notify LHDs as opportunities and/or timelines for improved or emerging technology systems occur.
 - d) Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH.

D. FISCAL CONTROL

Subparagraph h. Local Appropriations Budget is hereby deleted and replaced in its entirety:

h. Local Appropriations Budget:

1. The LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with
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instructions provided in funding-specific budgetary guidance from DPH and the specific guidance from the respective programs.

2. The LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to NCGS §130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
3. The LHD shall budget and expend all income earned by the LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, to further the objectives of the program that generated the income, pursuant to NCGS §130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
4. The LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to §130A-4.2. State funds for health promotion/nonsupplanting.

Subparagraph i. Local Earned Revenues Budgeting and Reporting, item 2. is hereby deleted and replaced in its entirety:

- i. **Local Earned Revenues Budgeting and Reporting:** The LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
 2. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
 - a) Revenue generated by Women’s and Children’s Health (WCH) Section Programs may be budgeted and expended in any WCH Section Program, unless a specific Agreement Addendum has a more restrictive requirement.
 - b) Deleted.

Subparagraph j. Aid-to-Counties Database and Expenditure Reports, items 1., 2., and 3. are hereby deleted and replaced in their entirety:

- j. **Aid-to-Counties Database and Expenditure Reports:** The LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the DHHS Controller’s Office via the Aid-to-Counties Database (ATC).
 1. Specific ATC instructions and training will be provided by LTATB to LHDs.
 2. Deleted and reserved.
 3. The LHD shall submit to the DHHS Controller’s Office a monthly Expenditure Report of the pertinent month’s actual expenditures for all programs via ATC. The Office of the Controller’s Aid-to-Counties Expenditure Control Schedule, published annually in December for the next calendar year, provides the submission dates for these expenditures. This schedule allows the LHD at least seven days to enter the pertinent month’s expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. The LHD must submit these monthly Expenditure Reports via the Aid-to-Counties Database consecutively throughout the Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller’s Office that expenditures have been approved and certified. The “Certification” verifies that the total State and

