



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: October 1, 2012

FROM: Ira Dove, Haywood County DSS

MEETING DATE REQUESTED: **October 15, 2012**

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Budget amendment for the SHIIP grant

REQUEST: Amend the DSS budget to include a \$10,000 grant awarded from the North Carolina Seniors' Health Insurance Information Program (SHIIP)

BACKGROUND:

The Seniors' Health Insurance Information Program (SHIIP) received \$200,000.00 from the Administration on Aging (AoA) for 2010-2012 to be used to expand enrollment of Medicare beneficiaries who may be eligible for the Low Income Subsidies or Medicare Supplement Plan programs. The SHIIP Office offered DSS offices the opportunity to apply for grant funding to assist in expanded approaches to increase awareness in individuals who many qualify for the extra help. Haywood County DSS was awarded a \$10,000 grant to assist with this outreach initiative.

IMPLEMENTATION PLAN:

At least one DSS employee will receive SHIIP training to educate Seniors and be able to answer their general questions about Medicare and supplemental programs that may be available. DSS will partner with Mountain Projects Inc. staff in enhancement of programs and outreach initiatives they already may have in place in an effort to inform more Seniors and the community about supplemental plans and programs that may be available to Medicare recipients. Much of the funding will be used to purchase written literature, a video presentation, and other materials to provide information to the community. We will target non-typical settings such as churches, home health care, health clinics and other businesses or organizations that Seniors might participate in.

FINANCIAL IMPACT STATEMENT:

The grant was provided by the Seniors' Health Insurance Information Program. Grantees are required to provide a mid-year report to SHIIP including a narrative explanation on progress to date along with a budget explanation on how grant dollars have been sent by January 11, 2013. Additionally, a final report will be required by July 31, 2013.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 1
LIST:

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Ira Dove
TITLE Director, Haywood County DSS
PHONE NUMBER: 356-2389
E-MAIL: idove@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

SENIORS' HEALTH INSURANCE INFORMATION PROGRAM

September 24, 2012

Dear Haywood County Department of Social Services:

The Seniors' Health Insurance Information Program (SHIIP) is pleased to inform you that your agency has been selected to receive a \$10,000.00 award to be used to expand Medicare LIS and MSP enrollment to eligible Medicare beneficiaries.

Enclosed in this letter is a contract in which your agency must fill out, sign and return to the SHIIP Office in order to receive the funding. Attachments I and II of your proposals will become a part of the contract, so please feel free to copy and paste the information. **Everyone should include your federal tax ID number!** We would encourage you to return the contract as soon as possible in order for our office to process the award and get the funds to your agency.

In addition grantees will be required to provide a mid-year report including a narrative explanation on progress to date along with a budget explanation on how grant dollars have been sent by January 11, 2013. Additionally, a final report will be required by July 31, 2013. The formats for these reports will be the same as Attachments I and II of the initial proposal. Any questions relating to the reports or to the reporting requirements should be directed to Melinda Munden at 919-807-6900 or melinda.munden@ncdoi.gov. The reports will be submitted to the SHIIP Office, Attention: Marcia Kelly, 11 South Boylan Avenue, Raleigh, N.C. 27603. Any questions relating to this grant may be directed to Melinda Munden. The SHIIP office will provide technical assistance and guidance to your agency.

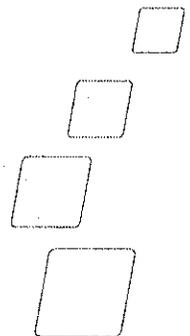
Congratulations and thank you for your interest in helping our state's most vulnerable and needy Medicare beneficiaries.

Sincerely,



Kevin Robertson
SHIIP Director

Enclosure: Contract



This Contract and its attachments shall be completed and returned to the Agency within 45 days of receiving the electronic document in order for the Agency to process the award and provide funds to the Grantee. The Grantee shall provide the agency with progress reports and a final report detailing the Grantee's use of State funds.

This Contract is entered into by and between the North Carolina Department of Insurance, Division of SHIIP, hereinafter referred to as the "Agency", and Haywood County Department of Social Services, hereinafter referred to as the "Grantee", referred to collectively as the "Parties".

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior 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 is effective 7/1/2012 and terminates on 6/30/2013.
4. **Grantee's Duties:** The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:
- A) A final budget report of expenses incurred during the contract period date;
 - B) A mid-year report of the contracted activities of the Grantee due by January 11, 2013;
 - C) A final comprehensive report within sixty (60) days of the project end date; due on or before July 31, 2013.
5. **Agency's Duties:** The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$10,000.00. This amount consists of \$10,000.00; CFDA # 93.779.

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$ _____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Grantee shall be source from non-federal funds.

The total contract amount is \$10,000.00.

6. **Conflict of Interest Policy:** The Agency has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.
7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Grants:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the terms and conditions set forth in this Contract.
9. **Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
10. **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, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:
Kevin Robertson, Deputy Commissioner
SHIIP Division
11 South Boylan Avenue
Raleigh, NC 27603
919-807-6900
919-807-6901

For the Grantee:
Teresa Allison, Program Administrator
157 Paragon Parkway, Suite 300
Clyde, NC 28721
Phone 828-356-2384 / 828-452-6620
Fax 828-452-6673

11. **Supplementation of Expenditures of Public Funds:** The Grantee assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Grantee otherwise expends for SHIIP 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 Grantee's total expenditure of other public funds for such services.
12. **Disbursements:** As a condition of this Contract, the Grantee 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; and

- Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.

13. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
14. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
15. **Federal Certifications:** The Grantee agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

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

In witness whereof, the Grantee and the Agency have executed this Agreement with one original, which is retained by Agency.

Haywood County Department of Social Services

Witness

BY: _____

Printed Name

Printed Name

DATE: _____

Division of SHIP,

BY: _____
Kevin Robertson
Deputy Commissioner

BY: _____
Carla Obiol
Senior Deputy Commissioner

DATE: _____

DATE: _____

BY: _____
Louis Belo
Chief Deputy Commissioner

DATE: _____

Contract is not executed until last signature is obtained.

[*TBL 9-21-2012*] Format reviewed & approved by Controller's Office

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Agency may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the

Contractor under this contract shall, at the option of the Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Agency determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Agency may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Agency and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, 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 five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Agency. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales

and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Attachment B
For the period 7/1/2012 – 6/30/2013

Statement of Work

Grantee: Haywood County Department of Social Services

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for SFY2013. The uses of these funds are not limited to but **MUST** include the following activities:

- 1) Coordinate a plan to enhance counseling, enrollment services and partnership building in the local county to Medicare beneficiaries regarding Low Income Subsidy (LIS) and Medicare Savings Programs (MSP);
- 2) Must submit counseling and enrollment assistance data to the SHIIP office in Raleigh or through the SHIPtalk website;
- 3) Commit to a mandatory one day training (date to be determined) of local staff.

SCOPE OF WORK:
(Maximum 2 pages)

Work Plan

Last year the Haywood County SHIIP Office provided counseling and enrolled 173 individuals saving them more than \$192,000. Haywood County DSS partners with SHIIP by educating and assisting with applications for LIS and MSP at the intake process for the Medicare individuals who apply for Medicaid. DSS' objective is to expedite the receipt of the benefits to those who qualify. DSS proposes to strengthen and broaden the education and awareness of citizens in our county by incorporating SHIIP information into our community partnerships and outreach efforts.

The Haywood County DSS will utilize several specific marketing venues and outreach opportunities listed below to increase awareness and provide education to those potentially eligible within the county by describing the many benefits of the SHIIP program. The SHIIP program is designed to encourage more participation and to council, educate and enroll beneficiaries within the Medicare Part D program who are eligible for Low-Income Subsidy (LIS) and Medicare Savings Program (MSP). The Haywood County SHIIP marketing program includes the following elements:

1. Utilize proposed marketing activities to promote and educate the public to expand program enrollment. These activities include identifying and focusing on areas where we are more likely to reach our target population of potential eligibles.

The SHIIP grant monies will be utilized for outreach and education awareness through

- Community and interagency communication presentations
- Advertisement through the local media resources
- billboards
- pamphlets
- informational video recording

In order to successfully utilize to present information such as video recordings or other multimedia information, the purchase of necessary equipment will be required.

2. Increase one-on-one enrollment assistance in the Haywood County DSS office to eligible Medicare beneficiaries and caregivers. DSS will partner with the local SHIIP office to have a trained SHIIP counselor available onsite at DSS on a part-time basis weekly to provide counseling and assistance as needed. If an onsite counselor is not available at the time of inquiry, procedures will be developed so that alternative communications can occur. For example telephonic or web chat communication can be a viable alternatives when an onsite counselor is not available. In addition, the DSS agency has five carrels accessible by the public and fully equipped with computer equipment and internet access. Those computers can be utilized as a "self-service" center as needed.

The Haywood County Department of Social Services Income Maintenance Caseworkers will assist and interview the client for eligibility when appropriate.

3. Organize a spring open enrollment event through partnership with the Mountain Projects and the SHIIP office.

Mountain Projects, the primary agency that manages Haywood County's SHIIP program, and DSS will jointly host a public event for open enrollment to be held in the spring 2013. This would be an all-day event featuring the SHIIP Program Coordinator and DSS Family Assistance/Medicare program employees to filter and answer clients' questions.

County Readiness Training

Haywood County DSS will designate one employee to attend initial training and any SHIIP county follow-up trainings to learn and programmatic information. In addition, the employee will be involved in a mandatory, day-long training conducted by SHIIP staff.

SCOPE OF WORK: (cont.)

Attachment C
For the period 7/1/2012 – 6/30/2013

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc.

All budgets must be approved by the Agency.

Grantee Name: Haywood County Department of Social Services

Grantee Name: Haywood County Department of Social Services	
Budget	Amount
Contractual	6,350.00
Construction	0.00
Supplies	950.00
Equipment	1,500.00
Other	700.00
Travel	500.00
Personnel	0.00
Fringe	0.00
Total	10,000.00

Narrative:

See attached Implementation Plan.
Haywood County Federal Tax ID:

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.

Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The grantee certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Grantee Name Haywood County Department of Social Services	Date Submitted

Implementation Plan 2012 Grant Proposal Senior Health Insurance Information Program Enrollment Expansion Plan

Introduction: The Haywood County Senior Health Insurance Information Program (SHIIP) believes that a successful outreach proposal presents a clear, integrated plan to define service to remedy a need in our community. The following proposal will identify and document the outreach need for increased enrollment in the SHIIP program within the community through more marketing of the SHIIP name within Haywood County.

1. Program Information:

Name of Grantee: **Haywood County Department of Social Services**
Name of Grant Contact: **Teresa Allison, DSS Program Administrator**
Address: **157 Paragon Parkway Suite #300**
City, Zip: **Waynesville, NC 28786**
Phone: **(828) 356-2422**
E-Mail: **tallison@haywoodnc.net**

2. Grant Amount: \$10,000

Specifications for Implementation Plan

The Haywood County Department of Social Services, in coordination with the SHIIP Office, shall develop an ongoing outreach, education, and enrollment plan as part of this grant application. The plan will describe Haywood County DSS' implementation activities and a timeline that delineates critical and completion dates of the proposed marketing activities. The work plan shall include a brief narrative summary describing each activity and task that depicts the steps that will be taken or the methods to be used for completion. The descriptions include details necessary to depict the agency's overall implementation efforts through the period of the grant. The list of activities and tasks provided below should be used as a reference to ensure that all applicable implementation activities are addressed. The following work plan, and associated timelines for completion, address all aspects related to Haywood County DSS's planned SHIIP implementation activities from July 1, 2012, through June 30, 2013.

Work Plan

Last year the Haywood County SHIIP Office provided counseling and enrolled 173 individuals saving them more than \$192,000. Haywood County DSS partners with SHIIP by educating and assisting with applications for LIS and MSP at the intake process for

the Medicare individuals who apply for Medicaid. DSS' objective is to expedite the receipt of the benefits to those who qualify. DSS proposes to strengthen and broaden the education and awareness of citizens in our county by incorporating SHIIP information into our community partnerships and outreach efforts.

The Haywood County DSS will utilize several specific marketing venues and outreach opportunities listed below to increase awareness and provide education to those potentially eligible within the county by describing the many benefits of the SHIIP program. The SHIIP program is designed to encourage more participation and to counsel, educate and enroll beneficiaries within the Medicare Part D program who are eligible for Low-Income Subsidy (LIS) and Medicare Savings Program (MSP). The Haywood County SHIIP marketing program includes the following elements:

1. Utilize proposed marketing activities to promote and educate the public to expand program enrollment. These activities include identifying and focusing on areas where we are more likely to reach our target population of potential eligibles.

The SHIIP grant monies will be utilized for outreach and education awareness through

- Community and interagency communication presentations
- Advertisement through the local media resources
- billboards
- pamphlets
- informational video recording

In order to successfully utilize to present information such as video recordings or other multimedia information, the purchase of necessary equipment will be required.

2. Increase one-on-one enrollment assistance in the Haywood County DSS office to eligible Medicare beneficiaries and caregivers. DSS will partner with the local SHIIP office to have a trained SHIIP counselor available onsite at DSS on a part-time basis weekly to provide counseling and assistance as needed. If an onsite counselor is not available at the time of inquiry, procedures will be developed so that alternative communications can occur. For example telephonic or web chat communication can be a viable alternatives when an onsite counselor is not available. In addition, the DSS agency has five carrels accessible by the public and fully equipped with computer equipment and internet access. Those computers can be utilized as a "self-service" center as needed.

The Haywood County Department of Social Services Income Maintenance Caseworkers will assist and interview the client for eligibility when appropriate.

3. Organize a spring open enrollment event through partnership with the Mountain Projects and the SHIIP office.

Mountain Projects, the primary agency that manages Haywood County's SHIP program, and DSS will jointly host a public event for open enrollment to be held in the spring 2013. This would be an all-day event featuring the SHIP Program Coordinator and DSS Family Assistance/Medicare program employees to filter and answer clients' questions.

County Readiness Training

Haywood County DSS will designate one employee to attend initial training and any SHIP county follow-up trainings to learn and programmatic information. In addition, the employee will be involved in a mandatory, day-long training conducted by SHIP staff.

Budget

Haywood County DSS

Advertising – Billboard Construction Vinyl	\$ 495.00
Advertising – Billboard Display \$345 monthly @ 6 months	\$2,070.00
PSA– Newspaper \$90.30 per ad 2 X per month	\$1,085.00
Video Recording	\$2,000.00
Postage	\$ 450.00
Supplies	\$ 500.00
Equipment and Technology	\$1,500.00
Open House Event	\$ 700.00
Pamphlets, Brochures & Printed Material	\$ 700.00
Travel	\$ 500.00
Total	\$10,000.00