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: February 10, 2016

FROM: Patrick Johnson, HCHHSA Public Health Services Division Director

MEETING DATE REQUESTED: **March 7, 2016 @ 9:00AM**

SUBJECT: **CONSOLIDATED AGREEMENT BETWEEN HCHHSA PUBLIC HEALTH SERVICES DIVISION AND NCDHHS DIVISION OF PUBLIC HEALTH**

REQUEST: **CONSENT AGENDA**
(What action are you seeking?)

Approval of FY 16-17 Consolidated Agreement between HCHHSA Public Health Services Division and NCDHHS Division of Public Health.

BACKGROUND:

The Consolidated Agreement is an annually-renewed agreement that outlines the requirements that the local Public Health Services Division must meet to continue receiving state funding for various programs.

IMPLEMENTATION PLAN:
(How and when will staff undertake the action?)

Fiscal Year 2016-17

FINANCIAL IMPACT STATEMENT: (What is the cost? Where is the money coming from? Optional or mandated?)
Mandated by State –defines the program requirements, activities, and reporting necessary for local health departments to continue receiving funding for various public health programs.

SUPPORTING ATTACHMENTS: YES __X__ NO _____ HOW MANY? __1 pdf___
LIST: **Consolidated Agreement between NC DHHS Division of Public Health and HCHHSA Public Health Services Division, FY 2017.**

PERSON MAKING PRESENTATION AT MEETING: **Patrick Johnson**
TITLE: **Public Health Services Division Director**
PHONE #: **452-6675 ext. 2244**
E-MAIL: phjohnson@haywoodnc.net

FY 2017 CONSOLIDATED AGREEMENT

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health ("State") and the **Haywood County Health & Human Services Agency** ("Department") for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from July 1, 2016 to June 30, 2017 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

A. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable Federal and State laws and regulations.

2. The Department shall perform the activities specified in the Agreement Addenda for State-funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of State representatives as part of the Agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the State section, branch or program.

3. The Department 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.

4. The Department shall provide access to patient records to authorized staff from the Division of Public Health for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.

5. The Department shall provide client, service, encounter, and other data through the State's centralized automated systems for claims creation and submission for processing to the State's Medicaid agency *except as allowed by NCGS 130A – 45.13 and SB245 passed in the 2011 session.* To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service *except as allowed by SB245 passed in the 2011 session*, the Department shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.

6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State (the parties), in order to meet public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party's data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.

7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the North Carolina General Assembly, or adopted by the Local Board of Health.

8. The Department shall provide to the State a copy of any rules adopted by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption. These rules and ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).

9. The Department shall have policies related to conflict of interest, and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these policies.

10. The Department shall provide to the Local Technical Assistance and Training (LTAT) Branch Head, for each county, a comprehensive community health assessment (CHA) at least every four years and a State of the County's Health Report (SOTCH) each of the interim years. North Carolina Division of Public Health, LTAT Branch will administer this. The CHA should be a collaborative effort with local partners such as hospitals and community partnerships or the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county level and secondary data from the State Center for Health Statistics (SCHS) and other sources. The CHA shall include a list of community health problems based on the assessment and a narrative regarding each problem identified. Problems shall then be prioritized. (Refer to CHA Accreditation Checklist or SOTCH Accreditation Checklist at http://publichealth.nc.gov/lhd/cha/resources.htm). In addition, the CHA will include data analysis of those indicators that are listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1. The CHA or SOTCH is due by the first Monday of March.

11. The Department is required to select three of the community health problems identified during the CHA process. At least two of the three selected community health problems must be from the 13 Healthy North Carolina 2020 (HNC 2020) focus areas. Action Plans must be developed for each of the three selected health problems. Those Action Plans corresponding to the HNC 2020 focus areas shall include, at a minimum, two new evidence-based strategies (EBS) per Action Plan or expand current EBS to new target populations. The EBS shall be identified in the Action Plan and shall include a plan for staffing, training, implementation, and monitoring and evaluation for each EBS. The three Action Plans are due by the first Monday in September following the March submission of the CHA.

12. The Department shall provide formal training for their Board of Health (BOH). The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who can provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.

13. The Department shall provide Network and Internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:
    - Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
    - Rapidly communicate e-mail alerts to and from the North Carolina Division of Public Health regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
    - Access NCDPH training material and information used for training staff, including access to webinars
    - Build steps of a secure infrastructure for remote data entry in the local health departments

- Report electronically all required Environmental Health Section inspection data in the format and frequency specified by the Division. Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.

The Department will maintain the above-described minimum connection. The Department may choose any provider (ISP) that they wish. The Department will also ensure security of a minimum of a T1 connection at the Department location. The Department may utilize security products (i.e., firewalls) of their choosing to maintain network connectivity and security integrity. The Department network configuration and security practices must allow communication with systems within the state network.

14. The Department shall incorporate basic elements of the North Carolina Public Health logo and theme line (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon State funding. Such communication materials could include letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/ promotional materials. The Department is encouraged to incorporate its own name with the logo.

15. The Department shall notify the LTAT Branch any time there is a legal name change to the Department; in addition, if the Department becomes part of a consolidated human services agency, the Department shall send to the LTAT Branch an organization chart reflecting the new structure of the consolidated human service agency so that the State will know who to contact related to public health issues.

16. The Department shall notify the DPH Deputy Director in writing 90 days in advance of any planned discontinuance of either Care Coordination for Children (CC4C) or Obstetric Care Management (OBCM) programs. A letter co-signed by the DPH Deputy Director and the Department's local Health Director is required approving a joint transition plan that includes input from the appropriate local partners. Failure to comply with this provision may result in the withholding of <u>all</u> funds from the Department at the discretion of the DPH Deputy Director. (See Attachment A for Discontinuance of the OBCM or CC4C Program requirements.)

17. The Department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.

18. The Department shall assure the State that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement). This revised baseline figure has been calculated and is provided as Attachment B to this Agreement for the Department's use in budget preparation.

19. The Department shall retain records including electronic records in accordance with the State's basic records retention policy and in accordance with the retention of those records as described in Section C.1.e. Records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the State's records retention policy and in accordance with State and federal law. 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 Agreement 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. Records for Temporary Assistance for Needy Families (TANF) and Medicaid and Medical Assistance grants and programs must be retained for a minimum of ten years

B. FUNDING STIPULATIONS

1. Funding for this Agreement is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement.

2. During the period of this Agreement, the Department shall not use State, federal or Special Project funds received under this Agreement to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)

3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.

4. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of the Division of Public Health in the format provided by the Section.

5. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.

6. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

7. For Departments participating in Medicaid Reimbursement, the Department shall:

   a. Execute a Provider Participation Agreement with the Division of Medical Assistance. Selected health departments receiving at least $5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: 1) detailed information is provided to employees, contractors and agents about the Federal and State False Claims Acts and 2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.

   b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.

c. Establish one charge per clinical/support service for all payors (including Medicaid) based on their costs. All Payors must be billed the same established charge except when billing 340b drugs or devices to Medicaid. All drugs or devices purchased using 340b pricing program must be billed to Medicaid at the acquisition cost. The Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

8. Subject to the approval of the appropriate Division of Public Health's Section, the Department may seek reimbursement for services covered by a program operating under 10A NCAC 45 rules, Purchase of Medical Care Services (POMCS), when those services are not supported by other State or federal funds. All payment program rules and procedures as specified in the Purchase of Medical Care Services Manual must be followed.

9. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, the Department may request reimbursement for:

   a. Nursing service personnel participating in the *Introduction to Principles and Practices of Public Health and Public Health Nursing* course. Reimbursement is $400.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within one year of completion. (Attachment C)

   b. Health Department Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is $600.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within one year of completion. (Attachment C)

10. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

    a. <u>For Inventory Purposes</u>

       1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.

       2). All equipment with an acquisition cost of $500.00 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.

    b. <u>For Prior Approval Purposes</u>

       1) All equipment purchased or leased with an acquisition cost exceeding $2500.00 [except in WIC; see subparagraph 2) below for WIC requirements], where there is an option to purchase with State/Federal funds, the purchase or lease must receive prior written approval from the appropriate Branch/Section. For those purchased with Public Health Preparedness & Response Grant funds only, any purchase exceeding $2500 per invoice [e.g., if the Department is purchasing a computer, monitor, printer, etc. totaling more than $2500 or purchasing six computers at $500 each] should be treated as one purchase for purposes of prior approval.

       2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding $500.00 must receive prior approval.

c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of $5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

11. Prior approval required for purchases other than equipment.

    a. For Public Health Preparedness & Response grant funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.

    b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.

12. The Department agrees to execute the following Consolidated Federal Certifications attached to this Agreement as applicable when receiving Federal funds:

    a. Certification regarding Lobbying

    b. Certification regarding Debarment

    c. Certification regarding Drug-Free Workplace Requirements

    d. Certification regarding Environmental Tobacco Smoke.

13. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The Federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.

14. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to the Division information that is reportable by the Division for all qualified sub-awardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by the Division to determine the eligibility as a sub-awardee for reporting purposes. Information provided by the Department will be used by the Division to report sub-awards (funding authorizations) equal to or greater than $25,000 from each federal grant.

    The Department shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the Department must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

15. Subject to the availability of funds and approval of the Environmental Health Section, the Department may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. (Attachment D)

    a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
        - Food Protection & Facilities Track — $280
        - On-Site Water Protection Track — $560
        - Tier 2 General EH Module — $280

b. For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:

- Food, Lodging, & Institutions— $170
- Child Care & School Sanitation— $62
- On-site Water Protection— $450
- Private Drinking Water Wells— $62
- Public Swimming Pools— $62
- Tattoo— $62

c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires successful completion of the course and requests must be filed by the Department within one year of the course completion.

- Area 1 — $57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
- Area 2 — $170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrell, Union, Washington, Watauga, Wilkes, Yadkin.
- Area 3 — $283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
- Area 4 — $396: Cherokee, Clay, Graham, Macon, Swain.

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.a.

a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.

b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

c. The Department, when subcontracting, must meet the following conditions:

1) The Department is not relieved of any of the duties and responsibilities provided in this Agreement.

2). The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.

3). The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.

4). Upon request, the Department will make available to the State a copy of subcontracts supported with State or federal funds.

d. The Department must receive prior written approval from the State to subcontract when any of the following conditions exist:

1) The Department proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.

2) The Department proposes to subcontract 50 percent or more, or $50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum for any single public health Activity.

3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.

e. The Department shall mail a signed copy of all final public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the North Carolina Division of Archives and Records, Department of Cultural Resources and located on their website at: http://www.ah.dcr.state.nc.us/records/local/default.htm.

2. Audits/Monitoring:

a. The Department shall have an annual audit performed in accordance with the *Single Audit Act of 1984 (with amendment in 1996)* and *OMB Circular A-133*. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Controller's Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of the Division of Public Health Program Staff.

b. The Department, if it is a District Health Department or a Public Health Authority, must complete quarterly a Fiscal Monitoring Report and submit to the DHHS Controller's Office based on the schedule published by the DHHS Controller's Office.

3. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Activity covered by this Agreement in a manner consistent with instructions provided in general budgetary guidance from the Division and the specific guidance from the respective programs and enter that budget information into the Aid-to-Counties Database for each activity funded under this Agreement.

a. The Department shall prepare budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Aid-to-Counties Database.

4. The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:

a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third-party payors.

b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:

   1) Revenue generated by Women's and Children's Health (WCH) Section Programs, except WIC, may be budgeted and expended (consequently reported) in any WCH Section Program activity.

   2) Revenue generated by a local clinic or program that has no State-funded Activity budget (no State or federal funds) should be budgeted and associated expenditures reported in a State program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.

c. All fees collected shall be used in the current year or succeeding fiscal years.

d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 45 CFR 4.

e. Local Budgets for DHHS Reporting:

   1) After preparing Local Budgets, the Department must use the Allocation/County Line in the Aid-to-Counties Database to show the approved local funding.

      i Line item 101 in the Aid-to-Counties Database must be used to budget local appropriations for each program Activity, if applicable.

      ii Line item 102 in the Aid-to-Counties Database must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.

      iii Line item 103 in the Aid-to-Counties Database must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program Activity, if applicable.

      iv Line item 104 in the Aid-to-Counties Database must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.

      v Line item 106 in the Aid-to-Counties Database must be used to budget Local funding for bioterrorism Activities, if applicable.

      vi Line item 107 in the Aid-to-Counties Database must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.

      vii Line item 107 in the Aid-to-Counties Database must be used to budget Limited Food Services Establishment (LFSE) fees collected, if applicable.

   Note: The Department shall report **Local** expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid-to-Counties Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid-to-Counties Database.

f. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the Department must use the electronic Aid-to-Counties Database to report the pertinent month's *actual expenditures*. (Note that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been issued) or if the Agreement Addendum allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addendum. The Expenditure Reports must be submitted monthly in the website format and certified in the website to the DHHS Controller's Office.

1) Line item 101 in the Aid-to-Counties Database must be used to report local appropriations that were expended on a monthly basis.
2) Line item 102 in the Aid-to-Counties Database must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
3) Line item 103 in the Aid-to-Counties Database must be used to report other earned revenues that were expended on a monthly basis.
4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported in the Aid-to-Counties Database on a monthly basis.
5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.
6) Line item 107 must be used to report Limited Food Services Establishment fees collected on a monthly basis.

g. A local account shall be maintained for unexpended earned revenues [i.e., Title XIX fees, private insurance or private pay {cash}]. Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
h. The amount of Title XIX fees budgeted and expended in FY 2016-2017 must equal or exceed the amount of Title XIX revenues earned during FY 2015-2016. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

5. For State and federal revenues only, the Department shall submit a monthly report of actual State and federal expenditures to the DHHS Controller's Office in the Aid-to-Counties Database.

a. Reporting in the Aid-to-Counties Database shall be by line item as referenced in 4.f above.

b. The Department shall submit a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Database to the DHHS Controller's Office *no later than* the dates published annually in November or December for the next calendar year. The schedule reflects a general period of 15-20 days from the end of the reporting month for submission of the Aid-to-Counties Database report, taking into account the number of weekend days and holidays, and to allow processing time for the payment. Failure to meet the reporting deadline, as published in the Controller's Office *Aid-to-Counties E-Payment Schedule*, WILL result in the exclusion of those expenditures for that month. Early submission may result in earlier payment to the Department. The Department 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 federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures.

c. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services

provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.

d. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for a grant. For each grant, the Budgetary Estimate document, the Funding Authorization document and the Agreement Addendum will have service and payment month dates listed.

e. The Department shall submit the final Expenditure Report (via the Aid-to-Counties Database) for all programs to the DHHS Controller's Office according to the schedule published annually in November or December for the next Calendar Year by the DHHS Controller's Office. **The Expenditure Report for May Services, which is paid in June, will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.**

f. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The Department should not wait to submit all adjustments with the invoice submitted to the Controller's Office at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.

   1) In accordance with item 4.d, above, the Department must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
   2) The Department shall review their prior reimbursement claims against payments monthly.
   3) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
   4) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) should be paid from local funds.

g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 9, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.

h. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 15, to the Environmental Health Section. Form DHHS 4125 – Centralized Intern Training Funds Reimbursement Request must be used as the invoice for payment.

6. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in section G.19 of this Agreement.

D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State and county personnel policies as applicable.

2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10 .0100.

   a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.

   b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the Education and Training Staff, Division of Public Health.

   c. The Department, when contracting with an environmental health specialist employed by another entity shall be responsible for ensuring that all original documents, correspondence, and other public records be maintained in the health department using the contractor and all contracts shall stipulate that the contractor shall be available for consultation to the public being served.

3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.

4. The Department shall complete the attached State Certifications regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

E. CONFIDENTIALITY

All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's or responsible person's written consent, except as may be otherwise required or allowed by law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his or her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.

2. The Department shall complete the attached Federal Certifications: Nondiscrimination; Drug-Free Workplace Requirements; Environmental Tobacco Smoke; Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions; and Lobbying.

3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I

(Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.

4. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, the Department, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the Department.

G. RESPONSIBILITIES OF THE STATE

1. The State shall provide to the Department regular training, and, upon request, technical assistance in the preparation of the Consolidated Agreement and Agreement Addenda.

2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.

3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
   - Board Relations
   - Management Teams and Staffing
   - Policy Development
   - Program Planning and Implementation
   - Quality and Performance Improvement
   - General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.

4. The State shall provide coordination and support for the education and training for the public health workforce.

5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.

6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.

7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community assessment.

8. The State shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the Department and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

9. The State shall work with the North Carolina Division of Information Resource Management to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health

departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this system.

10. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the Department per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions].

11. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see the Business Associate Addendum to this Consolidated Agreement).

12. The State shall provide to the Department the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute. An exception is the Food & Lodging distributions required by G.S. 130A-248(d). The State shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.

13. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the Department no later than **March 30** for the State Fiscal Year in which payment will be made. The State shall disperse Food & Lodging funds to the Department upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form.

14. The State shall provide a Funding Authorization document to the Department after the receipt of the Certified State Budget. If funds are restricted through quarterly allotments, the initial Funding Authorization document will only include one-quarter of the annual amount for each specific Activity involving State funds.

15. The State shall provide funds to the Department upon receipt of this executed Agreement, the executed Agreement Addenda, and timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office E-Payment Schedule issued November or December of each year for the following calendar year.

16. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.

17. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.

18. For services of the State Laboratory, the State shall:

    a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Laboratory only, when ordered via the web-based mailroom ordering system;

    b. Assure qualified personnel to process, analyze and report test results;

c. Assure that the State Laboratory maintains CLIA certification;

d. Submit invoices to the local health departments via electronic means; and

e. Collect interest (per N.C.G.S. 147-86.23 and 150-241.1) and a 10% late fee as appropriate;

H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.

2. The State shall disburse Food and Lodging funds in accordance with NCAC T15A:18A . 2900 – "Restaurant and Lodging Fee Collection and Inventory Program" in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874, Category 107–Local Temporary Food Establishment and Limited Food Establishment.

3. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.

4. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

I. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

J. PROVISION OF TERMINATION

Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.

The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this Agreement as follows:

   a. Upon determination of non-compliance, the State shall give the Department 60 days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.

   b. If the above deficiencies should not be corrected to the satisfaction of the State after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.

c. If the deficiency is still not corrected within the next 30 days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.

d. In the event of the Department's non-compliance with clauses of this Agreement, the State may cancel, terminate, or suspend this Agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K.1.a through K.1.c have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.

2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by sub-recipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, the State must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its Monitoring Plan dated January 2006.

   Additionally, the Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its sub-recipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by the State and shall appropriately monitor its sub-recipients to the extent necessary based on the assessed level of risk.

3. If the Department or the State should be determined out of compliance with the provisions of the agreement, either party may file a formal appeal with the Office of Administrative Hearings.

IN WITNESS WHEREOF, the **Department** and the **State** have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Haywood County Health & Human Services Agency

Health or Human Services Director Date

Finance Officer Date

County Official Date
(when locally required)

North Carolina Department of Health and Human Services, Division of Public Health

Division Director Date

ATTACHMENT A

A. Discontinuance of the OBCM or CC4C Program

The Division of Public Health (DPH) is responsible for assuring the Statewide provision of Obstetric Care Management (OBCM) and Care Coordination for Children (CC4C) services. The Division considers this a core public health service and prefers that each local health department continues to provide it. Every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section should be used to resolve issues to prevent discontinuation of services.

In the event that the Department decides it can no longer fulfill this obligation, the Department shall:

1. Notify the DPH Deputy Director in writing of the Department's intention to discontinue the service 90 days in advance of any planned action.

2. Cooperate with the DPH Deputy Director's office in developing a joint plan for transition that will include the appropriate local partners.

3. Prepare a joint letter co-signed by the DPH Deputy Director and the Department's Health Director outlining the agreed upon terms for the transition.

4. Submit an Assurance Plan as outlined in Section B to the DPH Deputy Director's Office that includes a copy of any proposed subcontracts. This plan must be approved by the DPH prior to execution of the pilot model period.

5. Upon approval of the pilot model, the Department shall submit monthly reports to the Division that includes program activity updates and service data. Reports shall reflect reporting requirements in network contracts for the Medicaid population and in Agreement Addenda for the non-Medicaid population, including the monthly status reports from the service provider.

6. Notify DPH 90 days before the scheduled end of the pilot period regarding the Department's desire to continue the program past the pilot phase. DPH will review the progress of the pilot and determine whether it is the in best interest of the DPH to renew the pilot and report back to the Department 30 days before the scheduled end of the pilot period.

Discontinuation of OBCM or CC4C without an approved transition plan may result in the withholding of **all** funds from the Department at the discretion of the DPH Deputy Director.

B. Assurance Plan Requirements for OBCM or CC4C

If the approved transition results in the Department moving to an assurance model for OBCM, CC4C or both to another service provider for a pilot period of up to one year, the Department shall:

1. Monitor and evaluate the service provider quarterly based on the agreements outlined in the transition plan assurances model.

2. Provide monthly status reports on the implementation of the pilot model inclusive of all components of this Section B: Assurance Plan Requirements for OBCM or CC4C, with both Medicaid and non-Medicaid clients in the report. These reports are to be delivered to the OBCM and CC4C regional consultants and the respective program managers.

3. Conduct quarterly meetings with Executive Level County Health Department and Network representatives to review OBCM and CC4C services. Provide meeting dates, agendas, and names of the meeting attendees to the OBCM and CC4C regional consultants.

4. Assure that the service provider includes a copy of the county's monthly program activity and service level data to the Department's Health Director on a monthly basis.

5. Provide a clear and comprehensive description of the entire care and case management system including:

   a. A description of services for both the Medicaid and non-Medicaid children and Medicaid women (and also non-Medicaid women, if appropriate). Include a statement of how the county will address Agreement Addendum (AA) deliverables for the OBCM and CC4C programs and provide oversight through Executive Leadership to assure that AA deliverables are met for both programs. The Agreement Addenda for Activity 101 Maternal Health and Activity 318 Care Coordination for Children programs will be revised to reference this effort as a one-year pilot;

   b. A statement on how the county service system components interact;

   c. The staffing plan;

   d. Outreach strategies;

   e. A description of the client triage model for early childhood and maternal health programs and services for the county;

   f. A description of the referral system both to and from the care management systems. Develop criteria for referral of all first time mothers to the women's and children's home visiting programs. Those not eligible for the women's and children's home visiting programs or for those who decline the services will be referred to OBCM. The plan should include a process to follow-up on referrals to assure they were successfully completed and the referral outcomes;

   g. Follow-up strategies;

   h. Accountability and monitoring plans that cover Department responsibility for all of the Title V components including non-Medicaid care management services and school nurses;

   i. A description detailing the overall goals and strategies of the Department's plan to develop a unique continuum of care for these populations. This should include school nurses, case management for the non-Medicaid eligible children, Nurse-Family Partnership, and other pertinent women's and children's services in the county;

   j. A statement on how the Department will maintain a clear audit trail for the various components of the system.

6. Describe the program monitoring process including the procedure for corrective action plans in the event they are warranted. The program monitoring process should also include analysis of county program activity reports and outcomes indicative of clients' successes based on the program evaluation criteria.

7. Provide a statement on how the Department will coordinate and transition clients in collaboration with school nurses as an extension of OBCM/CC4C/CCNC (Community Care of North Carolina) care coordination in the school setting. If so, include information about the involvement of school nurse consultants in the planning process, prior to implementing the case management system in the county schools.

8. Ensure that the service provider's CC4C coordinators complete the Life Skills Progression (LSP) assessment and focus on children with toxic stress. A strong concern is that the typical medical model of CCNC care management is very different than the medical and socioeconomic model used in public health. One of the values of the CC4C model is the additional focus on prevention and health promotion. The LSP is a tool that allows CC4C to assess, intervene and track progress of a family toward self-reliance and self-sufficiency. The CC4C goal is not just to make a referral to community resources, but to teach a family how to identify and access resources themselves—to act as their own advocates and prompters in seeking out resources, to understand the value of Medical Home and regular preventive care for their child, and to actively participate in their child's health and development. The Department shall ensure that the service provider's CC4C coordinators describe how this focus has been maintained.

9. Describe the payment mechanism. While this is classically a subcontract relationship, DPH recognizes there are practical concerns in shifting funds back and forth between the health department and the network. Provide a detailed accounting for expenditures of DPH funds to support services for both Medicaid and non-Medicaid clients.

Local Health Department	MOE Baseline-- 1985	Updated Baseline-- CPI * - 2016-17
Alamance	$ 215,751	$ 476,811
Albemarle District	$ 47,803	$ 105,645
Alexander	$ 33,308	$ 73,610
Anson	$ 27,096	$ 59,882
Appalachian District	$ 56,663	$ 125,224
Beaufort	$ 63,029	$ 139,293
Bladen	$ 19,564	$ 43,236
Brunswick	$ 122,285	$ 270,250
Buncombe	$ 166,104	$ 367,089
Burke	$ 83,689	$ 184,953
Cabarrus	$ 250,406	$ 553,397
Caldwell	$ 59,226	$ 130,889
Carteret	$ 16,843	$ 37,223
Caswell	$ 31,809	$ 70,298
Catawba	$ 127,542	$ 281,868
Chatham	$ 50,121	$ 110,767
Cherokee	$ 11,705	$ 25,868
Clay	$ 1,580	$ 3,491
Cleveland	$ 243,917	$ 539,057
Columbus	$ 85,858	$ 189,747
Craven	$ 113,647	$ 251,160
Cumberland	$ 458,294	$ 1,012,829
Dare	$ 22,597	$ 49,940
Davidson	$ 100,199	$ 221,439
Davie	$ 38,546	$ 85,188
Duplin	$ 84,922	$ 187,677
Durham	$ 439,506	$ 971,308
Edgecombe	$ 157,941	$ 349,050
Forsyth	$ 508,138	$ 1,122,985
Franklin	$ 65,012	$ 143,676
Gaston	$ 342,765	$ 757,510
Graham	$ 3,949	$ 8,727
Granville-Vance District	$ 170,160	$ 376,053
Greene	$ 78,527	$ 173,545
Guilford	$ 1,605,509	$ 3,548,175
Halifax	$ 118,024	$ 260,834
Harnett	$ 69,651	$ 153,928
Haywood	$ 82,684	$ 182,731
Henderson	$ 109,750	$ 242,548
Hertford	$ 3,517	$ 7,772
Hoke	$ 25,698	$ 56,793
Hyde	$ 12,355	$ 27,304
Iredell	$ 36,698	$ 81,104
Jackson	$ 11,822	$ 26,126
Johnston	$ 196,475	$ 434,210
Jones	$ 22,851	$ 50,501
Lee	$ 57,470	$ 127,009
Lenoir	$ 120,667	$ 266,674
Lincoln	$ 78,475	$ 173,430
Macon	$ 27,277	$ 60,283
Madison	$ 55,718	$ 123,137
MTW District	$ 97,748	$ 216,023
Mecklenburg	$ 375,712	$ 830,324
Montgomery	$ 24,389	$ 53,899
Moore	$ 36,243	$ 80,098
Nash	$ 124,412	$ 274,950
New Hanover	$ 128,664	$ 284,347
Northampton	$ 71,678	$ 158,408
Onslow	$ 63,147	$ 139,555
Orange	$ 258,834	$ 572,023
Pamlico	$ 11,162	$ 24,668
Pender	$ -	$ -
Person	$ 42,878	$ 94,760
Pitt	$ 164,404	$ 363,333
Randolph	$ 81,302	$ 179,677
Richmond	$ 50,348	$ 111,270
Robeson	$ 225,422	$ 498,182
Rockingham	$ 157,370	$ 347,787
Rowan	$ 178,268	$ 393,972
RPM District	$ 48,315	$ 106,777
Sampson	$ 37,229	$ 82,276
Scotland	$ 12,388	$ 27,377
Stanly	$ 23,625	$ 52,211
Stokes	$ 41,687	$ 92,129
Surry	$ 49,658	$ 109,744
Swain	$ 10,674	$ 23,589
Toe River District	$ 49,658	$ 109,744
Transylvania	$ 66,417	$ 146,782
Union	$ 25,573	$ 56,516
Wake	$ 758,321	$ 1,675,889
Warren	$ 8,551	$ 18,897
Wayne	$ 271,847	$ 600,782
Wilkes	$ 73,909	$ 163,338
Wilson	$ 59,617	$ 131,754
Yadkin	$ 20,687	$ 45,718
TOTAL:	$ 10,583,276	$ 23,389,040

Notes:
* Adjusted for inflation, 1985 through 2015, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 221%

Reference for calculating CPI changes:

http://www.bls.gov/data/inflation_calculator.htm

ATTACHMENT C

N.C. Department of Health and Human Services

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FY 2016-2017

CONSOLIDATED AGREEMENT
Public Health Nursing Training Funds
Reimbursement Request

Public Health Nursing & Professional Development	N/A
Office, Section, or Branch	Contract Number
	Public Health Nurse Training
Contractor (County Name)	Activity

Name(s) of Participant(s)	Course attended	Date Attended (Mo. & Yr.)

*Amount Requested: $

Health Director Signature _____ Date _____

Contact Person Signature _____ ( ) - Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development
DHHS - Division of Public Health
1916 Mail Service Center
Raleigh, NC 27699-1916

Reviewed by:

Initials _____ Date

ATTACHMENT D

N.C. Department of Health and Human Services

Page _____ of _____

FY 2016-2017

CONSOLIDATED AGREEMENT
Centralized Intern Training Funds
Reimbursement Request

Environmental Health Section
Centralized Intern Training and Authorizations
Office, Section, or Branch

N/A
Contract Number

Contractor (County Name)

Centralized Intern Training
Activity

Name(s) of Participant(s)	Course attended	Date Attended (Mo. & Yr.)

*Amount Requested: $

Health Director Signature

Date

Contact Person Signature

( ) -
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Environmental Health Section,
Centralized Intern Training & Authorizations
DHHS - Division of Public Health
1632 Mail Service Center
Raleigh, NC 27699-1632

Reviewed by:

Initials Date

DHHS 4125 (New 10/13)
AFNC (Review 10/16)

NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT

This Agreement is made effective July 1, 2016, by and between **Haywood County Health & Human Services Agency** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health** ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled "FY 2017" Consolidated Agreement" (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is a local health department in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.

e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.

e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.

g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. **PERMITTED USES AND DISCLOSURES**

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
   1) would not violate the Privacy Rule if done by Covered Entity; or
   2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
   1) the disclosures are Required By Law; or
   2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the MOU or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
   1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
   3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination**.
   1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the MOU.

b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

Haywood County Health & Human Services Agency	**North Carolina Department of Health and Human Services, Division of Public Health**
Health or Human Services Director Date	Division Director Date

STATE CERTIFICATIONS
Contractor Certifications Required by North Carolina Law

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 147-33.95(g): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_147/GS_147-33.95.html

Certifications

(1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Haywood County Health & Human Services Agency
Contractor's Name

Signature of Contractor's Authorized Agent — Date

Printed Name of Contractor's Authorized Agent — Title

Signature of Witness — Title

Printed Name of Witness — Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

   ☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   ☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make,** any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Title

Haywood County Health & Human Services Agency

Contractor [Organization's] Legal Name Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing a drug-free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The Contractor'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 be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
      (1) Abide by the terms of the statement; and
      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
   e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      (1) taking appropriate personnel action against such an employee, up to and including termination; 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; and
   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).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Street Address No. 1: _____

   City, State, Zip Code: _____

   Street Address No. 2: _____

   City, State, Zip Code: _____
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

a. **The prospective lower tier participant certifies,** by submission of this document, 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.

b. 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.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date of Last Report:_____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Sub-awardee Tier _____, (if known) Congressional District (if known)	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District (if known)
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) : $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503