

### The Consolidated Agreement

- Agreement between DPH and Local Health Departments
- Incorporates all environmental health requirements and funding as a part of DPH/DHHS
- Contains general terms and conditions for activities related to any and all State and federal (pass through) funding

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### Responsibilities of the Local Health Department

- Perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code as well as all applicable State & Federal laws and regulations
- Comply with Local Government Budget and Fiscal Control Act (N.C.G.S. 159, Article 3)

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### Responsibilities of the LHD

- Report client, service, encounter and other data as specified by applicable program rules (change per SB245 for “opt outs”)
- Provide access to patient records for monitoring and technical assistance
- Provide data through state system for billing Medicaid except as allowed by SB245

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## Responsibilities of the LHD

- Enforce rules adopted by the Commission for Public Health and provide State a copy of rules adopted by Local Board of Health within 30 days of adoption
- Provide a Community Health Assessment *at least* every 4 years and State of the County's Health report in interim 3 years; 3 action plans required, must include at least 2 evidence-based strategies for 2 Healthy NC 2020 Objectives
- New requirement for highlighting EBS and including a plan for staffing, training, implementation and monitoring

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## Responsibilities of LHD

- Provide formal training for Board of Health members
- Notify LTAT any time there is a legal name change; and if become part of Human Services, send a revised o-chart so DPH will know who to call re: public health issues

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## Funding Stipulations

- Funding is subject to availability of State, Federal and Special Funds
- State, Federal, or Special Project funds shall not be used to reduce locally appropriated funds
- Personal Health Funds shall not be used to support Environmental Health and vice versa

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### Funding Stipulations

- Health Department must maintain employee time records documenting actual work time by activity
- Percentages of time spent in each activity must be converted to salary dollars to support salaries and fringe benefits charged to federal and state grants

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### Funding Stipulations

- Provider Participation Agreement with Division of Medical Assistance must be executed and Medicaid guidelines followed (billing and record retention)
- Reimbursement requests for trainings (including Management and Supervision) must be submitted within 1 year of completion

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### Funding Stipulations

- Must make effort to collect for Medicaid billable services through public or private third party payors unless prohibited by Federal Regulations or State law
- No one shall be refused services solely because of inability to pay
- Charges must be the same for all payors and should be based on actual costs

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**Funding Stipulations**

- May not require a client to present photo ID for at least: IM, FP, STD and CD services
- Interpreter services must be provided for Limited English Proficiency clients for programs and services
- If agency receives any federal funds may not charge for interpreter services

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**Funding Stipulations**

- Use of federal WIC funds may not be restricted (no hiring freezes, furloughs, travel restrictions)
- New language around Federal Funding Accountability and Transparency Act Data Reporting Requirements (reporting to DPH)

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**Audit Requirements**

- LHD must have a single audit performed each year and submit audit report to the Local Government Commission within 6 months after the close of the agreement
- Audit findings will be investigated by DHHS Controller's Office & DPH Staff
- District Health Depts. & Public Health Authorities must complete quarterly FMR

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## Equipment - Purchase & Inventory

- Prior written approval must be obtained from the appropriate Branch/Section for:
  - Equipment purchased or leased with State/Federal funds exceeding \$2,500
  - All medical & computer equipment regardless of cost purchased with WIC funds
  - Use of WCH Medicaid fees for capital improvements

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Subcontracts must meet the following:

- Health Department not relieved of any duties or responsibilities
- Subcontractor agrees to abide by standards and/or to provide information to allow Health Department to comply
- Subcontractor will agree to allow state/federal authorized representatives access to records

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Health Department must obtain prior written approval from the state to subcontract when:

- Subcontract with a single entity includes 50% or more of the total state & federal funds made available through the Consolidated Agreement
- Subcontract includes 50% or more or \$50,000 (whichever is greater) of funds for any single public health service or program
- Subcontract for WIC Program

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### Fiscal Control

- Consolidated Agreement explains how to enter Local Appropriations into the WIRM
- Requires expenditures be reported using the electronic Aid-To-Counties Website monthly in the web-site format and certified in the web-site to the Controller's Office

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### Fiscal Control

- Local appropriations must be reported monthly along with State & Federal expenditures
- Only 1 report to website (WIRM) can be submitted each month, so corrections from prior month must be included on next month's report

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### Fiscal Control

- Failure to submit expenditure reports on time will result in missed payment
- Expenditures are reported May through June (service months different)
- Expenditures must be reported based on availability of funds in each activity by service months ( 1 month, 6 months, 12 months, etc.)

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### Fiscal Control

- An “actual expenditure” is one for which the item has been ordered, received, invoiced and the check has been cut (except where AA allows draw down based on number clients screened/served)
- Health Director should review monthly report for accuracy to make sure the maximum amount of funding is drawn down and funds available for a limited time are not “left on the table”

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### FY16 Changes

- Directions for discontinuance of OBCM or CC4C programs & requirements in the event of a discontinuance of the OBCM or CC4C program
- Changes to how reporting shall be completed in the Aid-to-Counties database
- Clarified which records are covered by the State’s record retention policy

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### Responsibilities of the State

- Provide Technical Assistance & training upon request in preparation of the Consolidated Agreement, Local Health Department Local Appropriations Activity Budgets and other budget, fiscal and administrative support issues

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**Responsibilities of the State**

- Provide technical assistance & consultation for:
  - professional development, program planning & evaluation, quality assurance and quality improvement, etc.
  - specific health programs, clinical issues, nurse practice standards, policies and procedures that cross program boundaries

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**Responsibilities of the State**

- Serve as liaison between public health system and Medicaid on reimbursement issues in local health departments
- Provide technical assistance & consultation to local health departments in cooperation with Medicaid to ensure compliance with Medicaid policies and procedures

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**Responsibilities of the State**

- Implement cost study to ensure appropriate cost based reimbursement
- Work with NC Division of Information Resource Management (DIRM) and ITS to provide HIS and the support & technical assistance for users

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### Responsibilities of the State

- Provide Consolidated Agreement, Agreement Addenda and estimates of Funding Allocations by February 15
- Budget Form [DPH EN 2948 (A)] with estimated funding by March 30th
- Provide Funding Authorization after receipt of Certified State Budget and funds have been appropriated by the State in NCAS

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### Amendment of Agreement

- Changes for next year presented at December NCALHD Meeting
- Agreement may be amended, modified or waived at any time by mutual consent.
- Notice must be given in writing and signed by appropriate parties

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### Agreement Addenda

- Usually one per activity
- Go out to LHDs with the Consolidated Agreement by February 15
- Standard template outlines the expectations for the state or federal funding received
- Changes are presented to NCALHD through Liaison Committees in November

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### Agreement Addenda Template

- Identifying information – LHD name, Activity Number, Service and Payment periods, DPH Section and Branch, DPH Contact, original or amendment
- Background – overview of problem and primary goal of activity
- Purpose – funding goals and desired outcomes

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### Agreement Addenda Template

- Scope of Work
  - Target population
  - Deliverables including activities, tasks and services with timeframes
  - How service must be performed
  - Where service must be performed

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### Agreement Addenda Template

- Performance Measures
  - Measures or indicators with benchmarks
  - How LHDs will be measured (quantity, quality, timeliness, effectiveness, etc.)
  - Reporting requirements (frequency, due dates, format, source of data, to whom they are sent, etc.)

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## Agreement Addenda Template

- Performance monitoring and QA
  - How will performance be monitored (site visits, reports, phone calls, review of on-line data, etc.)
  - Consequences of performance that is below expectations (corrective action plan, potential loss of funding, more frequent reviews or site visits, etc.)

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## Agreement Addenda Template

- Funding Guidelines or Restrictions
  - Any limitations on use of the funds
  - Any requirements for prior approval for specific expenditures

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## DPH Resources

- Local Technical Assistance & Training Branch – if you don't know who to call, call us
  - Phyllis Rocco 919-707-5131;  
[phyllis.rocco@dhhs.nc.gov](mailto:phyllis.rocco@dhhs.nc.gov)
  - Beth Murray 919-707-5132;  
[beth.murray@dhhs.nc.gov](mailto:beth.murray@dhhs.nc.gov)

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## DPH Resources

- Administrative Consultants – N.C.G.S. 159, Article 3; TA on Consolidated Agreement; other budget, fiscal and administrative support issues
  - Kathy Brooks, Dianne Edwards, Ann Moore, Judy Simmons, Sandy Tedder

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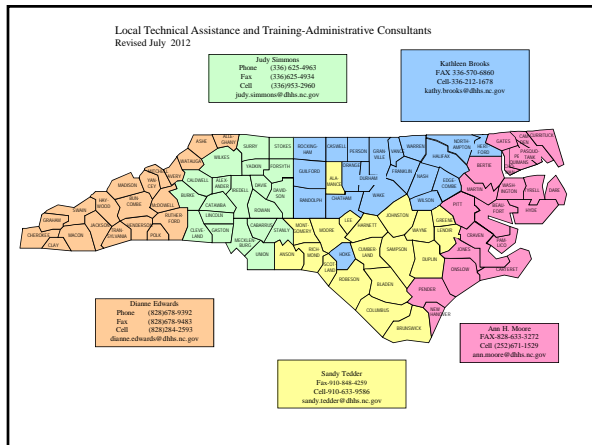
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## DPH Resources

- LTAT Nurse Consultants – “lead” on accreditation and CHA; all cross-program and agency wide policies and procedures
  - Pamela Cochran, Lynn Conner, Susan Little, Rhonda Wright, Gay Welsh
- Other DPH Program Consultants – WH, CH, School, WIC, Immunization, CD, HIV/STD, Cancer, State Lab, Tobacco Prev & Control

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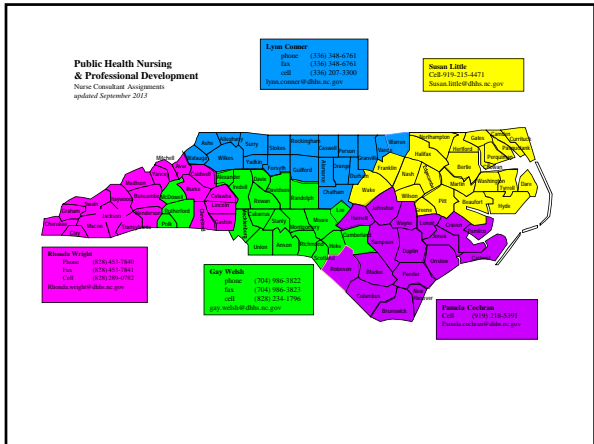
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