

**Amendment 1 to the FY 2022 Consolidated Agreement**

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

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

**A. LHD RESPONSIBILITIES**

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

**a. Performance**

9. Deleted and reserved.

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

**b. Data/Reporting**

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

**B. DPH RESPONSIBILITIES**

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

**c. Data/Reporting**

1. DPH shall provide the following automated data and surveillance systems to collect DPH program-related data from client, service, encounter and other data on behalf of the LHDs and other public health programs. DPH shall provide business and technical support to the users of these systems. DPH shall notify LHDs as opportunities and/or timelines for improved or emerging technology systems occur.

- d) Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH.

**D. FISCAL CONTROL**

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

**h. Local Appropriations Budget:**

1. The LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with

instructions provided in funding-specific budgetary guidance from DPH and the specific guidance from the respective programs.

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

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

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

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

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

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

federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. 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.

Attachment A, LHD Maintenance of Effort Schedule is hereby deleted in full and replaced with Attachment A, LHD Assurance of County Appropriations Maintenance (Nonsupplanting).

In witness whereof, the **LHD** and the **Division of Public Health** have executed this Amendment 1 to the Consolidated Agreement.

**Brunswick County Health and Human  
Services**

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

\_\_\_\_\_  
Health or Human Services Director                      Date

\_\_\_\_\_  
Division Director    Date

\_\_\_\_\_  
Finance Officer    Date

\_\_\_\_\_  
County Official    Date

(This Amendment 1 to the Consolidated Agreement  
requires the County Official signature if it was included on  
the Consolidated Agreement.)

**ATTACHMENT A**  
**LHD Assurance of County Appropriations Maintenance (Nonsupplanting)**

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) The Department shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

The Department shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

**Brunswick County Health and Human Services**

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Health or Human Services Director

Date

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Finance Officer

Date

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County Official

Date

(This Amendment 1 to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

FY 2022 Consolidated Agreement – Amendment 1 – North Carolina Department of Health and Human Services, Division of Public Health

Approved as to Form

\_\_\_\_\_  
County Attorney/Assistant Attorney  
Brunswick County, North Carolina

\_\_\_\_\_  
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Julie Miller, Finance Officer  
Brunswick County, North Carolina

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by the authority duly given and in duplicate originals, effective the day and year first above written.

By: \_\_\_\_\_  
Randell Woodruff, County Manager  
Brunswick County, North Carolina

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Brunswick County Commissioners (If Required)

\_\_\_\_\_  
Date