

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 26, 2015

AGENDA ITEM NUMBER: 4

**SUBJECT: RESOLUTION RATIFYING A SPECIAL APPROPRIATION AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT TO SUPPORT THE OPERATIONS OF COMMUNITY CARE CENTER FOR FORSYTH COUNTY, INC., A MEDICAL CLINIC FOR INDIGENT PERSONS  
(BUDGET & MANAGEMENT DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

During the FY 2015-2016 County budget process, the Forsyth County Board of Commissioners considered an Alternate Service Level request to make a special appropriation in the amount of \$50,000 to support the general operations of Community Care Center for Forsyth County, Inc., a medical clinic for indigent persons. The Board of Commissioners decided to include the request in the adopted budget due to the uncertainty of funding from the State budget. The FY 2015-2016 State budget ultimately did not cut funding to Community Care Center of Forsyth County, Inc., however, the nonprofit entity suffered other funding reductions, and requests that the County appropriation be maintained.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_

*J. Kendrick Watts, Jr.*  
COUNTY MANAGER

DATE: October 21, 2015

**RESOLUTION RATIFYING A SPECIAL APPROPRIATION AND AUTHORIZING  
EXECUTION OF A GRANT AGREEMENT TO SUPPORT THE OPERATIONS OF  
COMMUNITY CARE CENTER FOR FORSYTH COUNTY, INC., A MEDICAL  
CLINIC FOR INDIGENT PERSONS  
(BUDGET & MANAGEMENT DEPARTMENT)**

**WHEREAS**, during the FY 2015-2016 County budget process, the Forsyth County Board of Commissioners considered an Alternate Service Level request to make a special appropriation in the amount of \$50,000 to support the general operations of Community Care Center for Forsyth County, Inc., a medical clinic for indigent persons; and

**WHEREAS**, the Forsyth County Board of Commissioners decided to include this request in the adopted budget due to the uncertainty of funding from the State budget; and

**WHEREAS**, the FY 2015-2016 State budget ultimately did not cut funding to Community Care Center of Forsyth County, Inc., however, the nonprofit entity suffered other funding reductions, and requests that the County appropriation be maintained;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby ratifies a special appropriation and authorizes execution of a Grant Agreement to support the general operations of Community Care Center of Forsyth County, Inc. in the amount of \$50,000, during Fiscal Year 2015-2016.

**BE IT FURTHER RESOLVED** that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Grant Agreement between Forsyth County and Community Care Center for Forsyth County, Inc., subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 26<sup>th</sup> day of October 2015.



shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The COUNTY reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The GRANTEE agrees to subject itself to the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes, entitled "Meetings of Public Bodies," to the same extent as the COUNTY.

(4) The GRANTEE shall furnish to the COUNTY a copy of its annual audit report performed by a certified public accountant as soon as such becomes available to the GRANTEE but no later than 6 months following the GRANTEE's fiscal year end.

(5) Funds will be disbursed to the GRANTEE by reimbursement to the GRANTEE for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Monthly disbursements by the COUNTY shall not exceed 1/12 of the proposed annual grant amount of COUNTY funds. Quarterly disbursements by the COUNTY shall not exceed ¼ of the proposed annual grant amount of COUNTY funds.

(6) The County may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be effected for the following reasons as determined by the COUNTY, but not limited to these reasons:

- (a) Ineffective or improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the COUNTY of reports which are incorrect or incomplete in any material respect;
- (d) Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.
- (e) Any violation of this Agreement.
- (f) In the opinion of the COUNTY, the COUNTY's financial situation makes it impractical to provide the grant funds.

In addition, the COUNTY may suspend or terminate payment of grant funds if the GRANTEE fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement;

and the determination of whether satisfactory progress has been made shall be in the discretion of the COUNTY.

If for any reason the payment of grant funds is suspended or terminated, the GRANTEE agrees to promptly remit to the COUNTY any payments previously received by the GRANTEE which the COUNTY deems to have been paid and received in violation of this Agreement.

(7) Any and all alterations in the restrictions and conditions upon the grant of the funds herein or alterations in the amount of this Budget attached hereto shall be subject to prior review and written approval by the COUNTY.

(8) This Agreement and the grant funds which are the subject of this Agreement are expressly nonassignable without the prior written consent and approval of the COUNTY.

(9) Non-expendable property purchased under this Agreement shall remain the property of the GRANTEE, unless the attached conditions or Budget provide that such property shall become the property of the COUNTY.

(10) The attached Exhibits are:

- (a) The Budget;
- (b) Purposes and/or Restrictions and Conditions; and
- (c) Reporting Requirements, which are incorporated herein by reference.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be duly executed in its behalf, and the GRANTEE has caused the same to be duly executed in its behalf as of the date first above written.

(SIGNATURES ON NEXT PAGE)

FORSYTH COUNTY, NORTH CAROLINA

ATTEST:

By \_\_\_\_\_

County Manager

\_\_\_\_\_

Clerk To The Board

(SEAL)

Community Care Center for Forsyth County, INC.

(Grantee)

ATTEST:

By James J. Robinson  
Jim Robinson, Executive Director

Anthony Cott  
President

(SEAL)

EXHIBIT A  
COMMUNITY CARE CENTER FOR FORSYTH COUNTY, INC.  
 EXPENDITURES AND REVENUES  
 FY 2015-2016  
 BUDGET

REVENUES

FMC Foundation	\$225,000
United Way	\$175,726
Komen/NCAFC	\$101,000
Individual Contributions	\$180,000
Patient Contributions	\$60,500
Government Grants	\$130,440
Foundation Income	\$61,080
Other Types of Income	\$30,000
Interfund Transfer	\$10,267
Special Events Income	\$85,000
<u>TOTAL REVENUES</u>	<u>\$1,056,063</u>

EXPENDITURES

Salaries	\$594,487
Payroll Taxes	\$52,315
Fringe Benefits	\$85,791
Insurance	\$12,712
Telephone, Telecommunications	\$16,200
Advertising Expenses	\$879

EXHIBIT A, CONTINUED

COMMUNITY CARE CENTER FOR FORSYTH COUNTY, INC.

EXPENDITURES AND REVENUES

FY 2015-2016

BUDGET

EXPENDITURES, CONTINUED

Supplies	\$57,820
Business Fees Expenses	\$14,400
Professional Services	\$44,890
Operations Supplies	\$19,000
Postage, Mailing Service	\$10,250
Printing and Copying	\$13,000
Travel and Conferences	\$1,000
Facilities and Equipment	\$40,955
Utilities	\$21,859
Miscellaneous	\$4,000
Security	\$14,000
Management and General	\$149,000
Interfund Charge	\$10,267
Fundraising	\$10,000
<u>TOTAL EXPENSES</u>	<u>\$1,172,842</u>
<u>NET INCOME</u>	<u>(\$116,762)</u>



EXHIBIT B

Community Care Center for Forsyth County, INC.

RESTRICTIONS AND CONDITIONS

FY 2015-2016

1. The mission and purpose of the grantee is to provide medical services to low-income, uninsured patients.
2. The Grantee provides assistance to patients by providing:
  - a. access to primary and specialty medical care services
  - b. access to urgent dental care
  - c. assistance in securing essential prescriptions
  - d. access to mental health services
  - e. access to substance abuse counseling
  - f. referrals to other services deemed appropriate
3. If the Grantee lacks sufficient funds to operate prior to payment by the County, arrangements may be made for an advance of County funds based on a report of the Grantee's current financial condition and an estimate of expenditures for the period of the advance requested.
4. Payments to the Grantee will be made quarterly. Quarterly reports of related expenses will be submitted (as provided in Exhibit C)
5. The Grantee agrees to hold the County harmless from liability for any expenses which may be claimed against the County to the Administration of the Grantee's program.
6. The Board of Commissioners is concerned that the County's very strong financial condition at present may create unrealistic expectations among some Grantee organizations that County financial support will continue indefinitely, or regularly increase in the future. There may also be a perception in the community that the County is always a likely source of financial assistance for various capital fund drives or special projects. The County's first priorities must always be those services and functions which counties are required by law to provide. Because the County's revenues are very responsive to changes in the local economy, even a slight economic downturn might require a reduction or withdrawal of County support for such organizations, projects and fund drives.
7. Grantee organizations shall immediately notify the County of any substantive changes in their other sources of financial support which might cause them to seek additional County funding in the current year, or in future years, which County funding may not be forthcoming or available.
8. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.

EXHIBIT C

Community Care Center FOR Forsyth County, INC.

REPORTING REQUIREMENTS

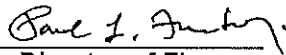
FY 2015-2016

1. Grantee shall submit to Forsyth County a quarterly report which shall include but not be limited to the following:
  - A. Financial statement showing revenue and the source, and line item expenditures compared with the approved budget.
  - B. Report of activities and programs indicating the amount of progress toward meeting the objectives for the fiscal year.
  - C. Report showing the number of visitors to the Center.
  - D. Reports listing special projects and programs conducted and participants in each one.
  
2. Prior to the final payment, Grantee shall provide an evaluation of the overall Community Care Center of Forsyth County, INC program and its impact on the total community.

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

10/8/2015

Date

  
Director of Finance