HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2015-16

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2016

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115310 Social Services				
Salaries & Wages	115310-512100	4,866,936	(31,818)	4,835,118
Social Security Contribution	115310-518100	382,939	(2,434)	380,505
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				-
				-
				-
				-
				-
				-

which will result in a net increase of $ (34,252) in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
110050-453400				
Admin Reimbursement	110050-453400	5,025,403	(34,252)	4,991,151
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 21st day of Sept., 2015.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
AccessCare terminated the agreement with HHSA/DSS
effective 08/31/15 that provided funding to improve access to
primary care services for Medicaid recipients. Such
Medicaid funding is no longer allowed for support of DSS
caseworkers.

Termination Notice

for the

Agreement

between

Haywood County Department of Social Services

and

AccessCare

As AccessCare is one Network within the Community Care of North Carolina (CCNC) Networks, AccessCare has been informed that it may no longer use Medicaid PMPM funds for any DSS case workers.

Therefore, let this serve as at least thirty (30) days' written notice of termination as per Section 3 of the Agreement, made and effective as of the 1st day of July, 2014 (the "Effective Date"), by and between the Haywood County Department of Social Services ("Social Services") and AccessCare.

The termination date shall be August 31, 2015.

John J. Bristol DATE: 7/27/15

John J. Bristol, Vice President, Business

AGREEMENT

AGREEMENT, made this 1st day of July 2014, by and between Haywood County Department of Social Services (hereinafter "Social Services") and AccessCare.

WHEREAS, AccessCare requires the services (hereinafter "Services") described in Attachment A attached hereto and incorporated herein by this reference, and

WHEREAS, Social Services has the knowledge, expertise and experience to provide these Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Social Services will provide the Services described in Attachment A.

2. AccessCare will pay Social Services for Services pursuant to the payment schedule set forth in Attachment B.

3. That the term of this Agreement shall be one year beginning July 1, 2014 and ending June 30, 2015, and this Agreement shall automatically renew annually unless terminated earlier by either party pursuant to the terms hereof. This Agreement may be terminated by either party upon thirty (30) days written notice.

4. Social Services represents that it has the requisite knowledge, expertise and experience necessary to perform Services under this Agreement. Further, Social Services represents that it is entering into this Agreement free from any obligation or claim, either for its services or for its resources, which is contrary to the provisions hereof.

5. This Agreement, or any right hereunder, shall not be assigned by either party, nor shall any duty hereunder be delegated by either party, without the express written consent of the other party. Any attempt at assignment or delegation without such consent shall be void.

6. This Agreement does not constitute Social Services as an employee, agent, representative, joint venturer or partner of AccessCare for any purpose whatsoever. Social Services is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of AccessCare. Neither Social Services nor any employee or agent of Social Services has an employment status with AccessCare and are not entitled to participate in any benefits extended by AccessCare to its own employees.

   The person employed by Social Services to perform services hereunder shall be subject to the mutual direction and control of Social Services and AccessCare. However, it is the intention of the parties that said Social Services employee shall remain the employee of Social Services and shall not be deemed an employee of AccessCare.

7. Each Party shall give immediate written notice to the other of all accidents or claims of any kind whatsoever arising out of performance under this Agreement, and each shall cooperate fully with the other in the investigation, handling or prosecution of any such claim.

8. If Social Services' performance of services is delayed by a force majeure, Social Services shall

immediately notify AccessCare of the delay, the reasons therefor and the anticipated duration of any such delay. Social Services' delay in the performance of services shall be excused during the duration of such force majeure.

9. Any notice to be given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To Social Services:	Director, Haywood County Department of Social Services 157 Paragon Parkway Suite 300 Clyde, NC 28721
To AccessCare:	Vice President of Business, AccessCare 3000 Aerial Center Pkwy Suite 100 Morrisville, NC 27560

10. Should an adversarial proceeding arise between the parties pursuant to this Agreement, the losing party in any such proceeding shall pay the reasonable expenses, including attorney's fees, of the prevailing party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Haywood County.

12. This Agreement constitutes the entire agreement and understanding between the parties respecting the subjects covered herein, and shall not be modified in any respect except in a writing that is signed by both parties.

13. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year above first written.

HAYWOOD COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____
Ira Dove, Director

Date: 9/24/14

ACCESSCARE

By: _____
John J. Bristol, Vice President, Business

Date: 9/18/14

Attachment A

To improve access to primary care services for Medicaid recipients and implement strategies to manage utilization and cost of said services, Social Services agrees to provide AccessCare with suitable office space and with one half time Social Services employee in the "Carolina Care of North Carolina" initiative (hereinafter "CCNC").

The assigned Social Services employee will:

- Recruit and orient physicians' practices to CCNC
- Work with primary care physicians and other network providers in assuring appropriate client management
- Act as a liaison between the primary care physician, Social Services, Haywood County Health Department, local hospitals, AccessCare and other community providers and resources as needed
- Build and maintain relationships with community service providers through collaboration, networking, and education
- Collaborate with team members to innovatively consolidate work, solve problems and/or reduce costs, and prevent duplications by coordination of services of the CCNC clients
- Provide education and follow-up to CCNC clients on Emergency Department utilization
- Assist in maintaining an accurate database for CCNC.
- Monitor reports and data for trends and cost benefit analysis
- Attend Educational in-services and meetings as required by AccessCare

FOR 2016 03

ACCOUNTS FOR: 11 GENERAL		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
115310 SOCIAL SERVICES								
115310 512100	SALARIES & WAGES-REG	4,866,936	0	4,866,936	1,093,572.27	.00	3,773,363.73	22.5%
115310 512200	SALARIES & WAGES-OVE	5,000	0	5,000	.00	.00	5,000.00	.0%
115310 512600	SALARIES & WAGES-TEM	53,866	0	53,866	9,836.05	.00	44,029.95	18.3%
115310 512700	SALARIES & WAGES-LON	79,942	0	79,942	21,713.23	.00	58,228.77	27.2%
115310 518100	SOCIAL SECURITY CONT	382,939	0	382,939	82,939.09	.00	299,999.91	21.7%
115310 518200	RETIREMENT CONTRIB	335,242	0	335,242	75,751.93	.00	259,490.07	22.6%
115310 518204	CO CONTRIB-401(K) SU	49,519	0	49,519	20,428.95	.00	29,090.05	41.3%
115310 518300	HOSPITALIZATION INS	1,174,802	0	1,174,802	229,822.63	.00	944,979.37	19.6%
115310 518500	UNEMPLOYMENT COMP CO	27,411	0	27,411	.00	.00	27,411.00	.0%
115310 518600	WORKERS' COMP CONTRI	84,393	0	84,393	.00	.00	84,393.00	.0%
115310 518900	OTHER FRINGE BENEFIT	4,590	0	4,590	902.94	.00	3,687.06	19.7%
115310 519100	PROF SERVICES-ACCTG	5,100	0	5,100	.00	.00	5,100.00	.0%
115310 519200	PROF SERVICES-LEGAL	42,000	-10,000	32,000	4,616.04	.00	27,383.96	14.4%
115310 519311	PROF SERVICES-IV-D	25,000	10,000	35,000	5,013.08	19,594.00	10,392.92	70.3%
115310 519311	99IVD PROF SERVICES-M	65,492	0	65,492	5,573.95	34,560.00	25,358.05	61.3%
115310 519900	PROF SERVICES-OTHER	10,000	0	10,000	982.28	2,625.00	6,392.72	36.1%
115310 519902	PROF SVC-OTHER-IN HO	29,000	0	29,000	2,406.00	25,594.00	1,000.00	96.6%
115310 523106	SPECIAL PRGM MATERIA	17,562	0	17,562	102.93	119.49	17,339.58	1.3%
115310 523106	06LNK SPECIAL PRGM MA	30,000	0	30,000	1,433.00	.00	28,567.00	4.8%
115310 525002	FUEL/GAS/DIESEL	22,500	0	22,500	1,731.45	15,304.55	5,464.00	75.7%
115310 526000	OFFICE SUPPLIES & MA	25,000	0	25,000	2,977.30	6,462.75	15,559.95	37.8%
115310 526000	99IVD OFFICE SUPPLIES	18,000	0	18,000	105.62	.00	17,894.38	.6%
115310 526900	NON-EXPENDABLE OFFIC	38,000	0	38,000	30,590.00	.00	7,410.00	80.5%
115310 526900	99IVD NON-EXPEND.OFFI	20,000	0	20,000	.00	1,275.00	18,725.00	6.4%
115310 529100	DATA PROCESSING SUPP	5,000	0	5,000	.00	.00	5,000.00	.0%
115310 529200	99IVD DATA PROCESSING	20,000	0	20,000	.00	.00	20,000.00	.0%
115310 529908	BOARD MEMBER EXPENSE	2,500	0	2,500	300.00	.00	2,200.00	12.0%
115310 531100	TRAVEL	60,000	0	60,000	8,307.60	.00	51,692.40	13.8%
115310 531100	99IVD TRAVEL	20,000	0	20,000	.00	.00	20,000.00	.0%
115310 532000	COMMUNICATIONS	70,000	0	70,000	5,439.16	2,281.04	62,279.80	11.0%
115310 532010	COMMUNIC.-EE CELL PH	13,440	0	13,440	.00	.00	13,440.00	.0%
115310 534000	PRINTING & BINDING	6,000	0	6,000	.00	.00	6,000.00	.0%
115310 535200	REPAIRS & MAINT-EQUI	30,000	0	30,000	24,097.60	.00	5,902.40	80.3%
115310 535300	REPAIRS & MAINT-VEHI	8,000	0	8,000	493.44	.00	7,506.56	6.2%
115310 537000	ADVERTISING	10,000	0	10,000	.00	4,125.00	5,875.00	41.3%
115310 539100	LEGAL ADVERTISING	2,000	0	2,000	.00	.00	2,000.00	.0%
115310 539500	TRAINING-EMPLOYEE ED	10,000	0	10,000	2,332.50	1,125.00	6,542.50	34.6%
115310 539906	OTHER SVC-FOOD STAMP	16,179	0	16,179	2,573.34	.00	13,605.66	15.9%
115310 539907	OTHER SVC-BANK BALAN	1,000	0	1,000	20.00	.00	980.00	2.0%
115310 542000	RENTAL OF DP EQUIP	55,143	0	55,143	13,785.75	41,357.25	.00	100.0%

FOR 2016 03

ACCOUNTS FOR: 11 GENERAL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
115310 542001 SITE LICENSES - DATA	19,575	0	19,575	.00	.00	19,575.00	.0%
115310 543200 RENT OF T/W, POSTAGE	4,630	0	4,630	.00	.00	4,630.00	.0%
115310 543900 RENT OF EQUIPMENT	70,000	0	70,000	.00	59,921.00	10,079.00	85.6%
115310 545200 VEHICLE INS	8,400	0	8,400	7,174.00	.00	1,226.00	85.4%
115310 549100 DUES & SUBSCRIPTIONS	4,000	0	4,000	395.00	1,318.00	2,287.00	42.8%
115310 549918 14HEA MISC CHRG-CP&L	10,000	0	10,000	.00	.00	10,000.00	.0%
115310 552000 C/O-DATA PROC EQUIP	13,120	0	13,120	.00	.00	13,120.00	.0%
115310 554000 C/O-MOTOR VEHICLES	28,743	0	28,743	.00	.00	28,743.00	.0%
115310 569970 14DEP DUKE ENERGY ASS	92,373	0	92,373	243.84	.00	92,129.16	.3%
TOTAL SOCIAL SERVICES	7,992,397	0	7,992,397	1,655,660.97	215,662.08	6,121,073.95	23.4%
TOTAL GENERAL	7,992,397	0	7,992,397	1,655,660.97	215,662.08	6,121,073.95	23.4%
TOTAL EXPENSES	7,992,397	0	7,992,397	1,655,660.97	215,662.08	6,121,073.95	