

STATE OF NORTH CAROLINA

MINUTES

COUNTY OF MADISON

The Madison County Board of Commissioners met in regular session on Monday, July 9, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chairperson Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, County Manager Steve Garrison and Attorney Larry Leake.

I.

Upon motion of Commissioner Moore, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the agenda as presented with the following addition: Karen Kiehna- CDBG Scattered Site Grant.

II.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the minutes of the June 11, 2012, June 22, 2012, June 25, 2012 and June 28, 2012 meetings.

III.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to authorize Chairperson Ponder to sign certain documents related to the County's acceptance of the CDBG Scattered Site Grant in the amount of \$400,000.00.

IV.

Upon recommendation of Connie Harris, Social Services Director, and upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to promote Anna Beck to a Social Worker Supervisor III position in Child Protective Services.

V.

Upon recommendation of Mrs. Harris, and upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to employ Ronald Fox in a Social Worker II position.

VI.

Upon recommendation of Jan Shepard, Interim Health Director, and upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve contracts between the County and Laboratory Corporation of America, Hope Center, and Pathologist Medical Laboratory.

VII.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve a contract with Carolina Preparedness Consultants providing for continuing the bio-terrorism/preparedness services for the County which the Health Department is required by law to provide.

VIII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve Mrs. Shepard's request to advertise for a full time dental assistant, for a full-time clinical social worker and to recruit a nurse practitioner to a temporary position to fill in for the current nurse practitioner being out on medical leave.

IX.

Upon recommendation of Penny Buckner, Community Services Director, and upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to employ Crystal Pike to fill the vacant in-home services social worker/Senior Center coordinator position.

X.

Upon recommendation of Jim Huff, Solid Waste Director, and upon motion from Commissioner Roberts, seconded by Commissioner Vilcinskis, the Board voted unanimously to approve a DENR Grant in the amount of \$8,000.00. These monies will be used to purchase replacement containers for the recycling trailers. The County will match this grant with \$3,852.00 in county funds.

XI.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the Maximus Consulting Services Agreement at a cost of \$4,000.00, pending legal approval.

XII.

Dr. Ronald Wilcox appeared before the Board to provide an update as to the status of the auditorium project.

XIII.

Upon motion of Commissioner Vilcinskis, seconded by Commissioner Roberts, the Board voted unanimously to approve the obligation of lottery funds in the amount of \$60,000.00 for architectural services for preparing a schematic of the proposed new auditorium at Madison High School.

XIV.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskis, the Board voted unanimously to approve Budget Amendment #13.

XV.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the attached Real Property Tax Releases, Vehicle Tax Releases, and Tax Refunds.

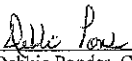
XVI.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskis, the Board voted unanimously to adjourn.

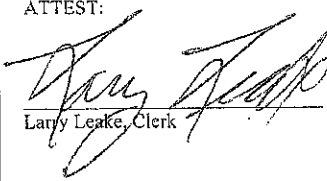
This the 9th day of July, 2012.

MADISON COUNTY

By:


Debbie Ponder, Chairperson

ATTEST:


Lary Leake, Clerk

STATE OF NORTH CAROLINA

COUNTY OF MADISON

CONTRACT

NOW COMES The County of Madison, hereinafter referred to as County and Laboratory Corporation of America, hereinafter referred to as Labcorp, and hereby contract and agree as follows:

WITNESSETH:

1. Labcorp agrees to provide the following services for the County at the cost equal to or below the maximum allowable fee set by the North Carolina Comprehensive Breast and Cervical Cancer Control Program (see attached Fee Schedule):
 - a. Automated lipid panel
 - b. Lipid panel (CLIA waived)
 - c. Cholesterol, total serum
 - d. Cholesterol, total serum (CLIA waived)
 - e. Lipoprotein (HDL)
 - f. Lipoprotein (HDL) (CLIA waived)
 - g. Glucose, blood, quantitative
 - h. Glucose, blood, quantitative (CLIA waived)
 - i. Glucose, blood, reagent strip
 - j. Glucose, tolerance test, three specimens
 - k. Glucose, tolerance test, three specimens (CLIA waived)
 - l. Hemoglobin A1C
 - m. Hemoglobin A1C (CLIA waived)
 - n. Basic Metabolic Profile
 - o. Comprehensive Metabolic Profile
- I. Labcorp agrees to bill Madison County Health Department for any/all services related to the WISEWOMAN Program.
- II. Labcorp agrees to notify the Madison County Health Department through electronic reporting within 3 days of receiving specimen samples.
2. The Madison County Health Department agrees to :
 - a. Financial responsibility for all WISEWOMAN related specimen testing.
 - b. Provide all information required for specimen processing.
 - c. Notify WiseWomen program participants of all test results within 3 days of receiving results.

This contract is for performance of services to be rendered from July 1, 2012 through June 30, 2013.

This the ____ day of _____, 2012.

MADISON COUNTY

By: _____

Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake, Clerk

LABORATORY CORPORATION OF AMERICA

By: _____

North Carolina Comprehensive Breast and Cervical Cancer Control Program
Maximum Allowable Fees - WISEWOMAN Project
July 1, 2012 - June 30, 2013

<u>Procedures</u>	<u>CPT Code</u>	<u>Fee</u>
Automated Lipid Panel *	80061	\$ 18.97
Lipid Panel (CLIA waived) ¹	80061QW	\$ 18.97
Cholesterol, Total Serum	82465	\$ 6.16
Cholesterol, Total Serum (CLIA waived)	82465QW	\$ 6.16
Lipoprotein (HDL)	83718	\$ 11.60
Lipoprotein (HDL) (CLIA waived)	83718QW	\$ 11.60
Glucose, blood, quantitative	82947	\$ 5.56
Glucose, blood, quantitative (CLIA waived)	82947QW	\$ 5.56
Glucose, blood, reagent strip	82948	\$ 4.48
Glucose, tolerance test, three specimens	82951	\$ 18.23
Glucose, tolerance test, three specimens (CLIA waived)	82951QW	\$ 18.23
Hemoglobin A1C	83036	\$ 13.75
Hemoglobin A1C (CLIA waived)	83036QW	\$ 13.75
Basic Metabolic Profile **	80048	\$ 11.35
Comprehensive Metabolic Profile	80053	\$ 11.97
Other		
Routine venipuncture	36415	\$ 3.00
Office Visits ²		
New Patient, Brief	99201	\$ 40.32
New Patient, Limited	99202	\$ 68.97
New Patient, Intermediate	99203	\$ 99.92
New Patient, Limited (Comprehensive)	99204	\$ 153.15
New Patient, Intermediate (Comprehensive)	99205	\$ 190.64
Established Patient, Brief	99211	\$ 18.67
Established Patient, Limited	99212	\$ 40.32
Established Patient, Intermediate	99213	\$ 67.17

Note: Office Visits or Consultation Visits listed above may be used to reimburse for consultations associated with WISEWOMAN referrals, when applicable.

*Lipid Panel tests are: Total Serum Cholesterol, Lipoprotein (HDL) and Triglycerides.

**Basic Metabolic Profile Collection Container: 1 mL Serum / One SST Remarks: Includes NA, K, CL, CO₂, GLUC, BUN, CREA, CA

¹ The Clinical Laboratory Improvement Amendments of 1988 (CLIA) law specifies that laboratory requirements be based on the complexity of the test performed and established provisions for categorizing a test as waived. Tests may be waived from regulatory oversight if they meet certain requirements established by the statute. CLIA waived tests employ methodologies that are so simple and accurate as to render the likelihood of erroneous results negligible; pose no reasonable risk of harm to the patient if the test is performed incorrectly; and/or are cleared by the Food and

Drug Administration for home use.

² Effective January 1, 2010, Consultation Visit codes 99241 through 99255 have been eliminated. Codes 99201, 99202, and 99203 are to be used in their place.

Rev. 3/22/12

STATE OF NORTH CAROLINA

COUNTY OF MADISON

CONTRACT

NOW COMES the County of Madison, hereinafter referred to as County, and Hope, A Woman's Cancer Center, hereinafter referred to as Hope and hereby contract and agree as follows:

WITNESSETH:

1. Hope will provide the following services not to exceed \$800.00 per patient per fiscal year for the County:
 - a. Screening and repeat mammograms to include two views of each breast in asymptomatic women.
 - b. Diagnostic mammography for women who are referred by the clinician because of abnormal findings on clinical breast examination, abnormal screening mammogram or for women who report an abnormality at the time of the mammogram.
 - c. Ultrasound tests when clinically indicated and only when used as an adjunct to mammography.
 - d. Diagnostic procedures including fine needle aspiration (with or without imaging guidance), needle core biopsy, (with or without imaging guidance), needle core biopsy, (open, incisional), puncture aspiration, excision of cyst, (either benign or malignant) aberrant breast tissue, duct lesion, nipple or areolar lesion, open, 1 or more lesions.
 - e. Documentation of current mammography accreditation by the American College of Radiology (ACR) or documentation of having submitted a completed application for ACR accreditation. Accreditation must be granted within six months.
 - f. Documentation of certification by the Federal Health Care Financing administration to provide screening mammography.
 - g. See clients referred by the Madison County Health Department for an initial screening mammogram within six weeks and perform repeat diagnostic mammography for clients with symptoms whose screening mammograms indicated the need for further evaluation within two weeks.
 - h. Report the mammography results to the Madison County Health
 - i. Colposcopies, and when necessary biopsy and endocervical curettage Provide documentation of compliance with the proposed rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988 (CLIA 88) by submitting its Letter of Attestation.
 - j. The Laboratory and each of its pathologists shall be covered for general malpractice insurance. The Laboratory shall provide a copy of the insurance binder, which shall indicate the period of coverage.
 - k. Hope will accept responsibility for all fund distribution to outside agencies involved with Mammography/Breast Health.
 - l. When notifying clients of need for annual rescreens, Hope will ensure that clients have been recertified through Madison County Health Department for the current year's BCCCP program. No rescreen services shall be performed without first obtaining a Provider Authorization from the Madison County Health Department.

Department using lexicon recommended by the ACR:

1. For results that are Normal on a screening or repeat mammogram and Negative, Benign, or Probably Benign on a diagnostic mammogram, the program shall report to the Madison County Health Department by mail or fax within two weeks of performing the mammogram.
2. For screening or repeat mammograms that indicate the need for further evaluation and for diagnostic mammograms that are Suspicious or have a High Probability of Malignancy, Hope shall notify the patient, their primary care physician and the Madison County Health Department of the results by phone or fax within one day and shall send the written report by mail or fax within three days.

2. The County of Madison through its Health Department agrees to perform the following services:
- a. Provide clinical breast exams, complete a breast health history and give instruction in self-breast examination to every woman participating in the Breast/Cervical Cancer Control Program.
 - b. Complete financial eligibility information on all clients and mail or fax the provider authorization prior to the client's appointment.
 - c. Provide payment not to exceed the Breast/Cervical Cancer Control Program maximum fee for service provided by the Program (See attached; North Carolina Breast and Cervical Cancer Control Program Service Fee Schedule).
 - d. Reimbursement for Mammography and Breast Health services, including radiology interpretation will be paid directly to Hope.
 - e. Keep all bills current, paying within thirty days of bills being submitted.
 - f. Refer clients in the Breast/Cervical Cancer Control Program for screening and/or diagnostic mammograms.
 - g. Follow up client results and make referral to health care providers as determined necessary by mammogram results.
 - h. Provide a referral form with patient's clinical history prior to the examination.
3. The County of Madison is a payer of last resort and all third party sources must be billed before billing the County for program services.
4. Hope is prohibited from billing clients for any additional charges for the performance of the mammography.
5. Both parties agree to vigorously safeguard privileged information.
6. The Madison County Health Department shall assure that no person will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement solely on the grounds of race, color, age, religion, sex, handicapped condition or national origin.
7. Either party may terminate this agreement by giving thirty (30) days written notice to the other. If the agreement is terminated, the Madison County Health Department will only pay for services actually rendered.
8. Continuation, renewal or extension of this agreement is dependent upon and subject to the allocation or appropriation of funds to the County for the purpose set forth in this agreement.
9. This contract may be renewed upon mutual agreement of both parties thirty (30) days prior to the beginning of the contract period.

This contract is for performance of services to be rendered from July 1, 2012 through June 30, 2013.

This the ____ day of _____, 2012.

MADISON COUNTY

By: _____

Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake, Clerk

HOPE, A WOMAN'S CANCER CENTER

By: _____

North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (1)
For the Period 7/1/12 through 6/30/13
Revised 3/22/2012

Breast Procedures	Code	12-13 Fee	Office Fee Allowed
Screening			
Clinical Breast Examination	N/A		Yes
Screening Mammogram	77057	\$ 76.76	No
	77057TC	\$ 43.46	
	77057-26	\$ 33.29	
Follow-Up			
Diagnostic Mammogram - Unilateral	77055	\$ 82.75	No
	77055TC	\$ 49.46	
	77055-26	\$ 33.29	
Diagnostic Mammogram - Bilateral	77056	\$ 105.81	No
	77056TC	\$ 64.60	
	77056-26	\$ 41.21	
Stereotactic, localization guidance for breast biopsy or needle placement, each lesion,	77031	\$ 138.29	No
	77031TC	\$ 62.40	
	77031-26	\$ 75.89	
Mammographic guidance for needle placement, breast, each lesion	77032	\$ 51.24	No
	77032TC	\$ 24.83	
	77032-26	\$ 26.40	
Radiological examination, surgical specimen	76098	\$ 17.59	No
	76098TC	\$ 10.02	
	76098-26	\$ 7.58	
Screening Mammogram, Digital, Bilateral	G0202	\$ 76.76	No
	G0202TC	\$ 43.46	
	G0202-26	\$ 33.29	
Diagnostic Mammogram, Digital, Bilateral	G0204	\$ 105.81	No
	G0204TC	\$ 64.60	
	G0204-26	\$ 41.21	
Diagnostic Mammogram, Digital, Unilateral	G0206	\$ 82.75	No
	G0206TC	\$ 49.46	
	G0206-26	\$ 33.29	
Ultrasound	76645	\$ 83.93	No
	76645TC	\$ 58.29	
	76645-26	\$ 25.64	
Surgical Evaluation/Consultation	N/A	(2)	Yes
Fine Needle Aspiration	10021	\$ 137.10	Yes
Fine Needle Aspiration (with imaging guidance)	10022	\$ 128.89	Yes
Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 10022	76942	\$ 192.80	No
	76942-TC	\$ 160.84	
	76942-26	\$ 31.96	
Cytopathology, evaluation of fine needle aspirate	88172	\$ 50.46	No
	88172TC	\$ 17.59	
	88172-26	\$ 32.87	
Cytopathology, evaluation of fine needle aspirate > Interpretation and Report	88173	\$ 131.79	No
	88173TC	\$ 65.87	
	88173-26	\$ 65.93	
Needle Core Biopsy	19100	\$ 138.36	Yes
Puncture Aspiration	19000	\$ 103.13	Yes
- each additional procedure, use in addition to 19000	19001	\$ 24.94	Yes
Needle Core Biopsy (open, Incisional)	19101	\$ 315.74	Yes
Needle Core Biopsy (with imaging guidance)	19102	\$ 199.81	Yes
Needle Core Biopsy, percutaneous, automated vacuum assist or rotating - biopsy device, using image guidance	19103	\$ 513.69	Yes
Excision of cyst, fibroadenoma, or other tumor, aberrant breast tissue - duct lesion, nipple or areolar lesion, open, - 1 or more lesions,	19120	\$ 453.20	Yes

**North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (I)
Breast Procedures Continued**

	Code	12-13 Fee	Office Fee Allowed
Excision of breast lesion identified by preop placement - of radiological marker, open, single lesion.	19125	\$ 502.68	Yes
- each additional lesion separately identified by a preop radiological marker (list separately)	19126	\$ 150.60	Yes
Preoperative placement of needle localization wire, breast	19290	\$ 150.19	Yes
- each additional lesion (list separately)	19291	\$ 63.96	Yes
- use with 19290			
Image guided placement, metallic, localized clip (add on code to 19102)	19295	\$ 84.48	Yes
Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 19102)	76942	\$ 192.80	No
	76942-TC	\$ 160.84	
	76942-26	\$ 31.96	
Surgical Pathology - Level IV	88305	\$ 99.84	No
	88305TC	\$ 64.60	
	88305-26	\$ 35.23	
Surgical Pathology - Level V	88307	\$ 220.96	No
	88307TC	\$ 144.12	
	88307-26	\$ 76.84	

Cervical Procedures			
	Code	12-13 Fee	Office Fee Allowed
Screening			
Pelvic Examination - Bimanual	N/A		Yes
Pap Smear			Yes
	88142	\$ 28.70	
	88141	\$ 27.94	
	88164	\$ 14.97	
	88174*	\$ 28.70	
	88175*	\$ 28.70	
HPV DNA High Risk Typing (3)	87621	\$ 34.73	No
Follow-Up ** (4)			
Colposcopy	57452	\$ 103.75	Yes
Colposcopy with Biopsy and endocervical curettage	57454	\$ 146.99	Yes
Colposcopy with Biopsy	57455	\$ 136.75	Yes
Colposcopy with endocervical curettage	57456	\$ 129.31	Yes
Surgical Pathology - Level IV	88305	\$ 99.84	No
	88305TC	\$ 64.60	No
	88305-26	\$ 35.23	No

* These procedures (88174, 88175) must be reimbursed at the applicable 88142 Medicare reimbursement rate (or less)

** Allowable fees for Colposcopy are for the procedure performed in a physician's office or a similar facility.

If Colposcopy is done in a hospital as an outpatient procedure or in an ambulatory surgery center, the following fees apply and no additional fee is allowed:

Colposcopy	57452	\$ 87.97	No
Colposcopy with Biopsy and endocervical curettage	57454	\$ 130.89	No
Colposcopy with Biopsy	57455	\$ 106.78	No
Colposcopy with endocervical curettage	57456	\$ 99.65	No

**North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (1)**

Office Visits (5)	Physician Visits	
	CPT Code	12-13 Fee
New patient, brief	99201	\$ 40.32
New patient, limited	99202	\$ 68.97
New patient, intermediate	99203	\$ 99.92
Established patient, brief	99211	\$ 18.67
Established patient, limited	99212	\$ 40.32
Established patient, intermediate	99213	\$ 67.17

00400 Anesthesia

Not to exceed 3 Base Units plus Time Units (length of time spent providing anesthesia service in 15 minute increments) times Conversion Rate (\$20.61) or \$250, whichever is lower.

Global and Split Fees

Both global and split fees apply to the breast procedures listed on page 1 of this fee schedule. The method and direction of payment will determine their usage for your facility. The following are the codes and definitions that apply:

G = Global: the all-inclusive fee for performing and interpreting the service.

TC = Technical Component; the fee for performing the service.

26 = Professional Component; the fee for interpreting the service.

Notes:

(1)

NC BCCCP covers only the physician's fee. Any facility charges associated with these CPT codes are not covered.

(2)

Use office visit codes for these services. Consultation codes have been discontinued.

(3)

HPV DNA testing is a reimbursable procedure if used in the follow-up of an ASC-US result from the screening exam, or for surveillance at one year following an L/SIL Pap test and no CIN2,3 on colposcopy-directed biopsy. It is not reimbursable as a primary screening test or as an adjunctive screening test to the Pap. Providers should specify the high-risk HPV DNA panel only; reimbursement of screening for low-risk HPV types is not permitted.

The CDC will allow for reimbursement of Cervista HPV HR, however, only at the same rate as the Digene Hybrid-Capture 2 HPV DNA Assay. CDC funds cannot be used for reimbursement of Cervista HPV 16/18.

(4)

Up to three cervical biopsies, including ECC (endocervical curettage), per colposcopy will be covered by the BCCCP when the appropriate algorithm is followed. Each specimen container is counted as one biopsy. Under no circumstances are endometrial or vaginal biopsies covered by the BCCCP.

(5)

Effective January 1, 2010, Consultation Visit codes 99241 through 99255 have been eliminated. Codes 99201, 99202, and 99203 are to be used in their place.

STATE OF NORTH CAROLINA

COUNTY OF MADISON

CONTRACT

NOW COMES the County of Madison, hereinafter referred to as County, and Pathologists Medical Laboratory, hereinafter referred to as Laboratory, and hereby contract and agree as follows:

WITNESSETH:

1. The Laboratory agrees to provide the following services for the County:
 - a. Receive, interpret and notify the County of the results of the cervical biopsies.
 - b. Receive, interpret, and notify the County of the results of the fine-needle aspiration.
 - c. Provide documentation of compliance with the proposed rules for cytology services in the Clinical Laboratory Improvement Amendments of 1988 (CLIA 88) by submitting its Letter of Attestation.
 - d. Follow-up of patients screened shall be performed as follows:
 - i. For cervical biopsies or fine-needle aspirations, that are within normal limits, or which show Benign Cellular Changes or Atypical Squamous Cells of Undetermined Significance, the Laboratory shall strive and use its best effort to send a written report by mail within two weeks to the County and the patient's primary care provider.
 - ii. For cervical biopsies or fine-needle aspirations that show Low Grade SIL, High Grade SIL, Squamous Carcinoma, adenocarcinoma or other malignant neoplasms, the Laboratory shall strive and use its best effort to notify the patient's primary care provider and the County of the results by phone or fax within three (3) days (should not be more than 3 days) of receiving the specimen and shall send the written report by mail within one week.
 - e. The Laboratory and each of its pathologists shall be covered for general malpractice insurance. The Laboratory shall provide a copy of the insurance binder, which shall indicate the period of coverage.

2. The County of Madison through its Health Department agrees to:
 - a. Complete financial eligibility information on all patients prior to referral to the Provider for the colposcopy or fine-needle aspiration.
 - B. Notify Pathologists Medical Laboratory that the patient is covered by this contract.
 - C. Notify referring physician of the aspirate or biopsy results.
 - D. Provide payment not to exceed the Breast/Cervical Cancer Control Program maximum fee for service provided by the Laboratory. (See attached; North Carolina Breast and Cervical Cancer Control Program Service Fee Schedule).

3. The County of Madison is a payer of last resort, and all third party sources must be billed before billing the County of Madison.

4. The Laboratory may not bill the patient directly and may not bill the County for any charges other than as specifically set forth herein above.

5. All parties to this vigorously safeguard privileged information.

6. The Laboratory shall not discriminate anyone of the grounds of race, color, age, religion, sex, handicapped condition or national origin.

7. Either party may terminate this agreement by giving 30 days written notice to the other. If the agreement is terminated, Laboratory will only be paid for services actually rendered.

This contract is for performance of services to be rendered from July 1, 2012 through June 30, 2013.

This the _____ day of _____, 2012.

MADISON COUNTY

By: _____
Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake, Clerk

PATHOLOGISTS MEDICAL LABORATORY, INC.

By: _____

North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (1)
For the Period 7/1/12 through 6/30/13
Revised 3/22/2012

Breast Procedures	Code	12-13 Fee	Office Fee Allowed
Screening			
Clinical Breast Examination	N/A		Yes
Screening Mammogram	77057	\$ 76.76	No
	77057TC	\$ 43.46	
	77057-26	\$ 33.29	
Follow-Up			
Diagnostic Mammogram - Unilateral	77055	\$ 82.75	No
	77055TC	\$ 49.46	
	77055-26	\$ 33.29	
Diagnostic Mammogram - Bilateral	77056	\$ 105.81	No
	77056TC	\$ 64.60	
	77056-26	\$ 41.21	
Stereotactic, localization guidance for breast biopsy or needle placement, each lesion,	77031	\$ 138.29	No
	77031TC	\$ 62.40	
	77031-26	\$ 75.89	
Mammographic guidance for needle placement, breast, each lesion	77032	\$ 51.24	No
	77032TC	\$ 24.85	
	77032-26	\$ 26.40	
Radiological examination, surgical specimen	76098	\$ 17.59	No
	76098TC	\$ 10.02	
	76098-26	\$ 7.58	
Screening Mammogram, Digital, Bilateral	G0202	\$ 76.76	No
	G0202TC	\$ 43.46	
	G0202-26	\$ 33.29	
Diagnostic Mammogram, Digital, Bilateral	G0204	\$ 105.81	No
	G0204TC	\$ 64.60	
	G0204-26	\$ 41.21	
Diagnostic Mammogram, Digital, Unilateral	G0206	\$ 82.75	No
	G0206TC	\$ 49.46	
	G0206-26	\$ 33.29	
Ultrasound	76645	\$ 83.93	No
	76645TC	\$ 58.29	
	76645-26	\$ 25.64	
Surgical Evaluation/Consultation	N/A	(2)	Yes
Fine Needle Aspiration	10021	\$ 137.10	Yes
Fine Needle Aspiration (with imaging guidance)	10022	\$ 128.89	Yes

Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 10022)	76942	\$ 192.80	No
	76942-TC	\$ 160.84	
	76942-26	\$ 31.96	
Cytopathology, evaluation of fine needle aspirate	88172	\$ 50.46	No
	88172TC	\$ 17.59	
	88172-26	\$ 32.87	
Cytopathology, evaluation of fine needle aspirate > interpretation and Report	88173	\$ 131.79	No
	88173TC	\$ 65.87	
	88173-26	\$ 65.93	
Needle Core Biopsy	19100	\$ 138.36	Yes
Puncture Aspiration	19000	\$ 103.13	Yes
- each additional procedure, use in addition to 19000	19001	\$ 24.94	Yes
Needle Core Biopsy (open, incisional)	19101	\$ 315.74	Yes
Needle Core Biopsy (with imaging guidance)	19102	\$ 199.81	Yes
Needle Core Biopsy, percutaneous, automated vacuum assist or rotating - biopsy device, using image guidance	19103	\$ 513.69	Yes
Excision of cyst, fibroadenoma, or other tumor, aberrant breast tissue - duct lesion, nipple or areolar lesion, open, - 1 or more lesions.	19120	\$ 453.20	Yes
Excision of breast lesion identified by preop placement - of radiological marker, open, single lesion.	19125	\$ 502.68	Yes
- each additional lesion separately identified by a preop radiological marker (list separately)	19126	\$ 150.60	Yes
Preoperative placement of needle localization wire, breast	19290	\$ 150.19	Yes
- each additional lesion (list separately)	19291	\$ 63.96	Yes
- use with 19290			
Image guided placement, metallic localized clip (add on code to 19102)	19295	\$ 84.48	Yes
Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 19102)	76942	\$ 192.80	No
	76942-TC	\$ 160.84	
	76942-26	\$ 31.96	
Surgical Pathology - Level IV	88305	\$ 99.84	No
	88305TC	\$ 64.60	
	88305-26	\$ 33.23	
Surgical Pathology - Level V	88307	\$ 220.96	No
	88307TC	\$ 144.12	
	88307-26	\$ 76.84	

Revised: 3/22/12

**North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (1)**

Cervical Procedures	Code	12-13 Fee	Office Fee Allowed
Screening			
Pelvic Examination - Bimanual	N/A		Yes
Pap Smear			Yes
	88142	\$ 28.70	
	88141	\$ 27.94	
	88164	\$ 14.97	
	88174*	\$ 28.70	
	88175*	\$ 28.70	
HPV DNA High Risk Typing (3)	87621	\$ 34.73	No
Follow-Up ** (4)			
Colposcopy	57432	\$ 103.75	Yes
Colposcopy with Biopsy and endocervical curettage	57434	\$ 146.99	Yes
Colposcopy with Biopsy	57435	\$ 136.75	Yes
Colposcopy with endocervical curettage	57436	\$ 129.31	Yes
Surgical Pathology - Level IV			
	88305	\$ 99.84	No
	88305TC	\$ 64.60	No
	88305-26	\$ 35.23	No
* These procedures (88174, 88175) must be reimbursed at the applicable 88142 Medicare reimbursement rate (or less)			
** Allowable fees for Colposcopy are for the procedure performed in a physician's office or a similar facility. <u>If Colposcopy is done in a hospital as an outpatient procedure or in an ambulatory surgery center, the following fees apply and no additional fee is allowed:</u>			
Colposcopy	57432	\$ 87.97	No
Colposcopy with Biopsy and endocervical curettage	57434	\$ 130.89	No
Colposcopy with Biopsy	57435	\$ 106.78	No
Colposcopy with endocervical curettage	57436	\$ 99.65	No

**North Carolina Breast and Cervical Cancer Control Program
2012-2013 Services Fee Schedule (1)**

Office Visits (5)	Physician Visits	
	CPT Code	12-13 Fee
New patient, brief	99201	\$ 40.32
New patient, limited	99202	\$ 68.97
New patient, intermediate	99203	\$ 99.92
Established patient, brief	99211	\$ 18.67
Established patient, limited	99212	\$ 40.32
Established patient, intermediate	99213	\$ 67.17

00400 Anesthesia

Not to exceed 3 Base Units plus Time Units (length of time spent providing anesthesia service in 15 minute increments) times Conversion Rate (\$20.61) or \$250, whichever is lower.

Global and Split Fees

Both global and split fees apply to the breast procedures listed on page 1 of this fee schedule. The method and direction of payment will determine their usage for your facility. The following are the codes and definitions that apply:

G = Global; the all-inclusive fee for performing and interpreting the service.

TC = Technical Component; the fee for performing the service.

26 = Professional Component; the fee for interpreting the service.

Notes:

(1)

NC BCCCP covers only the physician's fee. Any facility charges associated with these CPT codes are not covered.

(2)

Use office visit codes for these services. Consultation codes have been discontinued.

(3)

HPV DNA testing is a reimbursable procedure if used in the follow-up of an ASC-US result from the screening exam, or for surveillance at one year following an LSIL Pap test and no CIN2,3 on colposcopy-directed biopsy. It is not reimbursable as a primary screening test or as an adjunctive screening test to the Pap. Providers should specify the high-risk HPV DNA panel only; reimbursement of screening for low-risk HPV types is not permitted.

The CDC will allow for reimbursement of Cervista HPV HR, however, only at the same rate as the Digene Hybrid-Capture 2 HPV DNA Assay. CDC funds cannot be used for reimbursement of Cervista HPV 16/18.

(4)

Up to three cervical biopsies, including ECC (endocervical curettage), per colposcopy will be covered by the BCCCP when the appropriate algorithm is followed. Each specimen container is counted as one biopsy. Under no circumstances are endometrial or vaginal biopsies covered by the BCCCP.

(5)

Effective January 1, 2010, Consultation Visit codes 99241 through 99255 have been eliminated. Codes 99201, 99202, and 99203 are to be used in their place.

**STATE OF NORTH CAROLINA
COUNTY OF MADISON**

CONTRACT

THIS AGREEMENT is made and entered into as of July 1, 2012 by the County of Madison with Carolina Preparedness Consultants, hereinafter referred to as Contractor, for the providing of certain services for the County by and through the Madison County Health Department.

WHEREAS, the LHD is a Local Government entity serving the public good and providing public health services to include Public Health Preparedness and Response (PHPR) activities to the general population of Madison County; and

WHEREAS, the Contractor has the expertise and knowledge to assist the LHD in the implementation of an PHPR Program; and

WHEREAS, the LHD desires to engage the Contractor to provide certain services, pursuant to the terms and conditions stated in this Agreement;

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

1. Services to be Rendered. Contractor agrees to provide the services; specifically delivery of PHPR program services (see Attachment A) according to the North Carolina Public Health Standards. In addition, Contractor also agrees to cooperate with LHD, and provide such information, documentation and other assistance as is necessary, during and for any and all audits of programs or projects for which Contractor has provided services, including, but not limited to, internal audits, independent audits and government audits, while in contact agreement. Contractor also agrees to be evaluated on their performance.
2. Contractor's Performance. All services provided and work done by Contractor shall be of the highest professional standard and shall be oriented toward achieving the performance metrics of the NC PHPR Services.
3. Term. The term of this Agreement shall be for a period of 9 months and 9 days beginning on November 01, 2011 ("initial term"), subject to the termination provisions in Paragraph 16.
4. Relationship of the Parties. The parties expressly understand and agree that in providing its services for LHD pursuant to this Agreement, Contractor is an independent contractor, and the Contractor is not an employee, agent or partner of LHD or in a joint venture with LHD, and nothing in this Agreement shall constitute or be deemed or construed to create an employer-employee relationship, agency relationship, partnership or joint venture between the parties. Contractor acknowledges and agrees that this Agreement in no way limits or proscribes LHD's right or ability to engage other persons or entities to provide services similar or identical to those to be provided by Contractor. Likewise, Contractor may perform like services for other entities as long as the provision of such services is not a breach of any

provision of this Agreement and does not substantially impair the Contractor's ability to perform services under this Agreement.

5. No Authority to Obligate or Bind LHD. Contractor has no authority to make, and shall not make, any promises or representations, whether expressed or implied, on behalf of LHD, and Contractor has no authority, and shall not attempt, to obligate or to bind LHD.

6. Compliance. Contractor shall comply with all federal, state and local laws regarding business permits, licenses and fees that may be required for Contractor to provide services pursuant to this Agreement. In addition, Contractor shall comply with all federal, state and local laws, ordinances, codes, rules, regulations, and other legal requirements that are applicable to the conduct of its business for purposes of providing services pursuant to this Agreement.

7. Conflicts of Interest. Contractor shall describe, in writing in advance of its engagement, any actual or potential conflict of interest. Should an actual or potential conflict of interest, or the appearance of a conflict of interest, arise in the course of the Contractor's services for LHD, Contractor agrees to immediately notify the Health Director of LHD in writing of the existence and nature of the actual or potential conflict of interest or appearance of conflict of interest.

8. Related Party Transactions. In addition, Contractor agrees to immediately notify the Health Director of LHD in writing of the existence and nature of any contract to provide or receive services or funds, or any other transaction between Contractor or any of its principals or executives, or any members of their immediate families, and (i) any vendor, employee, consultant or board member of LHD, or (ii) any client of LHD (i.e., any organization for which LHD is providing products or services pursuant to a grant, or any principal, executive, employee or board member of such organization).

9. Reporting. Contractor shall keep LHD informed no less frequently than on a quarterly basis as to the status of its services being provided pursuant to this Agreement. Quarterly reporting should include fiscal and program reporting (See Attachment A-3). Should Contractor become aware of or encounter any problems or other matters that might jeopardize LHD business or activities, or might cause LHD to miss timelines or deadlines required by or pursuant to a grant, or might otherwise expose LHD to any liability, Contractor shall immediately notify LHD of such problem or matter.

10. Obligations of LHD. LHD shall provide to Contractor such information as LHD believes is necessary for Contractor to perform its obligations hereunder and agrees to the responsibilities outlined in Attachment B. LHD shall make available a representative to meet regularly with Contractor on a timely basis (as needed) on matters related to Contractor's services hereunder.

11. Compensation and Expenses. Contractor shall be compensated for services provided pursuant to this Agreement. LHD agrees to pay Contractor \$2,500 for the month of July 2012 using 2011-2012 State 514 funding. For period of August 1, 2012 – June 30, 2013 total compensation of 80% of NC State PHP&R County appropriation to Madison County for the time-period stated divided equally into monthly amounts (See Attachment D). *Please Note: This contract aligns with the County's fiscal year (FY13) ending June 30, 2012. Invoices issued on the first Monday of the month following the month that is being billed for will be paid by the 15th of the month. This stated compensation is subject to change based upon state issued funding and any changes that occur.

12. Federal, State and Local Taxes. Because Contractor engaged as an independent contractor and is not an employee of LHD, neither federal, nor North Carolina State, nor local income tax, nor any other payroll tax of any kind, shall be withheld or paid by LHD on behalf of Contractor. In accordance with the terms of this Agreement and the understanding of the parties herein, Contractor is not an employee and shall not be treated as an employee with respect to the services provided hereunder for federal or North Carolina tax purposes. With respect to the services provided hereunder Contractor understands and agrees that Contractor is solely responsible for payment or withholding of income tax, payroll tax and all other taxes in accordance with federal, state and local law, and Contractor further understands and agrees that Contractor is solely responsible for payment or withholding of Social Security (FICA) and unemployment (FUTA) taxes in accordance with all applicable laws. Contractor agrees to indemnify and hold LHD harmless from all loss, costs, fines, expenses, penalties, interests, fees (including attorneys fees) and other sums of money LHD is required to pay if any state or federal agency determines that Contractor should have been classified as an employee.

13. No Employee Benefits. Because Contractor is engaged as an independent contractor and is not an employee of LHD, Contractor is not eligible for, nor entitled to, and shall not participate in, any of LHD's health, retirement or other employee benefit plans or fringe benefits.

14. LHD Not Responsible for Workers' Compensation. Because Contractor is engaged as an independent contractor and is not an employee of LHD, LHD will not provide workers' compensation insurance for Contractor or its employees.

15. Termination. Either party may terminate this Agreement upon 30 days advance written notice to the other party.

16. Confidential and Proprietary Information. Except as is necessary in connection with performing services for LHD pursuant to this Agreement, Contractor shall not, at any time, during the term of this Agreement or after its termination, disclose or use confidential, copyrighted or proprietary information that belongs to LHD or its clients or that pertains to the business, business plans, know-how, or concepts and plans under development by LHD or its clients, or aid or assist third parties in obtaining or using any such confidential, copyrighted or proprietary information. Confidential information is any information that belongs to LHD or its clients or that pertains to LHD's business or its clients' business and is not generally available to the public, competitors or other third parties or readily ascertainable from public sources. Proprietary information is any information that belongs to LHD or its clients or that pertains to LHD's business or its clients' business and is copyrighted, licensed, trademarked or protected by other legal means from misappropriation or use by third parties without permission from LHD or its clients. In addition, any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without the express prior written approval of LHD and its client. Further, the parties specifically agree that all medical and other patient records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding confidentiality of such records. If Confidential or Proprietary Information is sought from Contractor by court order or other mandatory government process, then Contractor shall notify LHD and take all reasonably necessary steps to defend against such court order or other mandatory process. These obligations regarding Confidential and Proprietary Information shall not terminate with the termination of this Agreement.

17. Inventions, Ideas, Intellectual Property. Contractor acknowledges and agrees that any and all ideas, concepts, inventions, improvements, discoveries, software, writings, and compositions, whether or not patented or patentable, regardless of the medium or format and whether or not copyrighted or copyrightable, which are conceived, made, developed or reduced to practice by Contractor, individually or jointly with any other person or persons, and which arise from services provided for LHD or its clients pursuant to this Agreement, or which relate to LHD's business or its clients' business, or which involve use of the equipment, facilities, or time of LHD or its clients, (hereafter "Intellectual Properties") shall be the exclusive property of LHD or its client, and Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of such Intellectual Properties by LHD or its client. Contractor agrees to disclose all such Intellectual Properties to LHD or its client promptly and fully, and Contractor assigns to LHD the entire right, title and interest in and to all such Intellectual Properties. Contractor shall not be entitled to use such Intellectual Properties for its own benefit, or for the benefit of any other person or entity except LHD or its client, without the prior written consent of LHD and its client.

18. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

19. Modification or Amendment. No change, modification or amendment of any term of this Agreement shall be valid unless it is in writing and signed by both LHD and Contractor.

20. Binding Effect and Assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective assigns, successors, heirs and legal representatives. This Agreement may be assigned by LHD in its discretion, with or without Contractor's written permission. Contractor shall not assign this Agreement or any monies due or to become due hereunder, or subcontract any substantial part of the services to be provided hereunder, without LHD's prior written permission. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall

be null and void. No third party shall have any right to enforce any right of Contractor under this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between LHD and Contractor.

22. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

23. Severability. In the event that any one or more of the provisions, or parts of provisions, of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, such invalid, illegal or unenforceable provision, or part of provision, shall not affect any other provisions, or parts of provisions, in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of provision, had never been contained herein and this Agreement and all other provisions, and parts of provisions, herein shall continue in full force and effect. In addition, if a court of competent jurisdiction finds any of the covenants or provisions of this Agreement to be unenforceable as written, the parties authorize such court to reduce, limit, modify or reform such covenant or provision to make it reasonable and enforceable.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties here to have set their hands all as of the day and year first above written.

MADISON COUNTY

By: Debbie Ponder
Debbie Ponder, Chair
Board of Commissioners

ATTEST:
Larry Leake
Larry Leake, Clerk

CAROLINA PREPAREDNESS CONSULTANTS

By: Christopher Emory
Christopher Emory, Owner/PC

Attachment A

Contractor Will:

1. Act as the MCHD Public Health Preparedness Planner/Coordinator and complete each of the deliverables in a manner that meets the requirements of Agreement Addendum #514 (AA514) – Health Preparedness & Response System, between the North Carolina Division of Public Health and MCHD. Ongoing deliverables are updated as state guidance becomes available.
2. Represent MCHD in Bioterrorism/Preparedness program and plan audits including annual SNS audit.
3. Complete and submit timely the preparedness reports required in AA514, Sec. IV-G, H: Quarterly Narrative Reports, After Action Reports, and Corrective Action Plans developed after plan exercises or as required by the State and relating to Contractor's responsibilities under this contract.
4. Act as preparedness liaison for MCHD in communications with NC Public Health Preparedness & Response program, Federal, State, and regional agencies.
5. Attend the annual NC Preparedness Coordinators Meeting and not less than 75% of monthly meetings coordinated by the Regional Public Health Preparedness and Response Office, for all such meetings that fall within the contract period.
6. Render contract services, as described herein, on weekends and/or outside of daytime hours, as required in the event of a public health emergency.
7. Attend for MCHD, in a representative but not policy-making role, community planning and implementation activities for Preparedness Coordination, including the following state and local activities:
 - Local Area Planning Committee MCERT-LEPC
 - Regional emergency preparedness exercises and activities
 - PHP&R annual meeting
8. Provide all documentation on MCHD preparedness/bioterrorism response activities required for Community Health Assessment and for state accreditation of local health departments.
9. Provide MCHD Contract Liaison with an electronic copy of the most current version of all plans and with a copy of any documents requested by the State related to AA514 arising from Contractor's work under this contract.
10. Participate, if requested, in review of additional bioterrorism/preparedness agreement addenda received during the contract period, for possible inclusion in the duties of the Contractor.
11. Maintain all training and certification required of Contractor to complete the terms of this agreement, including but not limited to certification for Respiratory Fit Testing.
12. Submit to MCHD Contract Liaison, as needed, recommendations for expenditure of preparedness operational funds, giving product or service specifications, justification of need, and explanation of use.
13. Submit to MCHD, by the 10th of the following month, the monthly Activity Summary and Invoice, documenting progress made on the deliverables. In the deliverable tables (Contractor Item 1 above) where "Due" says "Ongoing*" the Monthly Activity Summary shall include a brief listing of any pertinent actions that took place that month (e.g., meeting dates, alerts sent to provider community).
14. Meet at least monthly with MCHD Contract Liaison, and at Liaison's request, to discuss work progress.
15. Accept fiscal responsibility for deviations from the terms of this Agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.
16. Refrain from deriving personal profit or advantage from confidential information acquired from MCHD, or from sale or licensing of specific products or tools developed in fulfillment of this contract.

17. Keep confidential any information about MCHD clients that is shared by MCHD or a client. Only minimum necessary information shall be shared between MCHD and Contractor in order to coordinate, manage, or deliver services. Contractor will sign and comply with the MCHD Confidentiality Statement.
18. Comply with all applicable Federal and State standards or criteria to assure quality of service related to public health practices and confidentiality.
19. Comply with Title VI and Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of MCHD issued pursuant to that Title.
20. Comply with the Americans with Disabilities Act (ADA) of 1990 and all requirements and regulation imposed on MCHD by the Department of Health and Human Services pursuant to the ADA.
21. Comply with all applicable Federal and State standards or criteria to assure quality of services.
22. Hold MCHD harmless from acts committed by Carolina Preparedness Consultants.

Attachment C

LHD (MCHD) Responsibilities:

1. Designate Jan Shepard as the official contract liaison for monitoring and compliance issues.
2. Designate Communicable Disease RN, Robin Wallin as the day-to-day operations contact and the employee working with planning, EPI, and other BT functions.
3. Designate a clerical/finance liaison with whom Contractor will coordinate on procurement of items and services for the Preparedness program (Becky Webb).
4. Assure that the Contractor is given sufficient information and access to MCHD staff, as is needed to provide the contracted services.
5. Grant full access to current and previous documents related to All Hazards, SNS and Pandemic Flu plans.
6. Promptly address any issues identified by Contractor relevant to staff, policies, clients, or other MCHD operations which impact ability to complete assigned work.
7. Address in writing with the Contractor any concerns related to the Contractor's work and document the agreed upon resolution to those issues identified.
8. Keep the Contractor informed of any alterations in and/or to the regulations governing the services provided under this contract.
9. Review the Quarterly Narrative Reports (QNRs) required by Agreement Addendum Activity #514 (see Appendix A, Section IV-G) and After Action Reports (AARs) and Corrective Action Reports (Sec. IV-H) prior to submission by the Contractor to the State of North Carolina, Division of Public Health.
10. Meet at least monthly with Contractor, and at Contractor's request, to discuss work progress.
11. Review Contractor's monthly Activity Summary and Invoice, and make payment to the Contractor for services rendered in accordance with this Contract.
12. Accept fiscal responsibility for deviations from the terms of the Agreement as a result of acts or omissions of the MCHD or any of its officers, employees, agents or representatives.
13. Assure confidentiality of all records and related materials by requiring Contractor to obtain expressed written consent before sharing with other counties or municipalities.

Attachment D

Madison County	Total Amount: 12-Months 08/10/2011 - 08/09/2012 = 52 weeks	514 AA/BE #1 08/10/11-05/31/12 = 43 weeks	514 AA/BE #2 06/01/12-08/09/12 = 9 weeks	Extra One-Time allotment FY 13 08/10/12-05/31/13 = 43 weeks ***\$9,000
	\$30,590	**\$25,268 80%	\$5282	80%
			\$2,509 each month for June and July	

** Monies received FY12 expected FY13

*** Additional one-time monies expected FY13 beginning 8/10/12 and must be spent by May 31, 2013

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 11th day of June 2012 by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and Madison County, North Carolina (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall be in effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.
- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.

- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amounts actually paid to Consultant in the first 12 month period of the Agreement.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within 1 year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Madison County
Finance Office
P.O. Box 579
Marshall, NC 28753
(828) 649-2521

Nelson Clugston
MAXIMUS Consulting Services, Inc.
812 Moorefield Park Drive, Suite 112
Richmond, VA 23235
(804) 323-3535
(804) 323-3536 FAX
nelsonclugston@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

- (13) Changes. The terms of this Agreement may be changed only by written agreement signed by both parties.
- (14) Miscellaneous.
- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.

- b. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
- c. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible. . d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

MADISON COUNTY

By: Debbie Ponder
Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake
Larry Leake, Clerk

MAXIMUS Consulting Services, Inc.

By: Christi L. Reinhardt

Christi L. Reinhardt
Senior Manager Contracts

EXHIBIT A
Term and Scope of Services

This Agreement shall become effective on July 1, 2012 and shall continue in full force and effect until April 15, 2016, unless extended by amendment or as indicated in Exhibit B.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

Scope of Services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

EXHIBIT B
Compensation

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Four Thousand Dollars, (\$4,000) per fiscal year for the Cost Allocation Plan.

Payment of the standard fee which shall include reimbursement for expenses incurred shall be made in one installment due upon delivery of the final plan. Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date. Invoices unpaid sixty (60) days after the due dates specified herein will bear interest at the rate of 1% per month.

Fee for Cost Plan

Fiscal Year [2012]	\$4,000
Fiscal Year [2013]	\$4,000
Fiscal Year [2014]	\$4,000

Madison County
Board of Commissioners

Budget Amendment #13
(2011-2012 Budget)

9-Jul-12

Description	Line Item	Debit	Credit
Social Services			
Title IV-E	10.5441.6750	\$ 8,905.79	
Adoption	10.5471.6731	\$ 1,994.59	
Title IV-E	10.3544.3300		\$ 8,905.79
Adoption	10.3547.3330		\$ 1,994.59
Revenues			
Interest	10.3100.1700		\$ 14,641.00
2002 Ad Valorem Tax	10.3100.2002	\$ 200.00	
2003 Ad Valorem Tax	10.3100.2003	\$ 100.00	
2004 Ad Valorem Tax	10.3100.2004	\$ 323.00	
2007 Ad Valorem Tax	10.3100.2007	\$ 1,677.00	
2008 Ad Valorem Tax	10.3100.2008		\$ 1,745.00
2009 Ad Valorem Tax	10.3100.2009		\$ 35,708.00
2010 Ad Valorem Tax	10.3100.2010		\$ 52,386.00
2011 Ad Valorem Tax	10.3100.2011		\$ 23,650.00
Sales Tax/Video Programming	10.3200.3261		\$ 2,520.00
Housing Federal Inmates	10.3431.2100	\$ 50,000.00	
Transport Federal Inmates	10.3431.2200	\$ 18,000.00	
Gas Tax Refund (State)	10.3325.3520		\$ 3,130.00
Register of Deeds /Fees	10.3418.4100		\$ 7,315.00
Register of Deeds/Marriage	10.3418.4110		\$ 170.00
Register of Deeds/NC State	10.3418.4140		\$ 15.00
Health Dept/New Well Permits	10.3513.3605	\$ 4,350.00	
Child Support/State	10.3537.3300	\$ 38,000.00	
Child Support/NPA Fees	10.3537.33312	\$ 4,385.00	
Beech Glen Rental Fees	10.3552.3300	\$ 4,100.00	
Parks & Rec/Event Programming	10.3770.3380	\$ 3,740.00	
Inspections/Fees	10.3435.4100		\$ 4,125.00
Inspections/Zoning Fees	10.3435.4110		\$ 700.00
Coop. Rental of Building	10.3480.4500	\$ 800.00	
Nutrition/Land-of-Sky	10.3555.3300		\$ 8,910.00
Nutrition/Land-of-Sky	10.3555.3320		\$ 2,780.00
Congregate/Donations	10.3555.8400		\$ 385.00
In Home Aides/Land-of-Sky	10.3550.3320		\$ 725.00
Interest	10.3831.4910	\$ 6,000.00	

Expenses

Register of Deeds/Conveyance	10.4180.6140	\$ 7,030.00
Blue Ride Area Foundation	10.5211.7050	\$ 225.00
Child Support/Legal	10.5373.1920	\$ 750.00
Child Support/Office Supplies	10.5373.2610	\$ 1,270.00
Child Support/Filing Fees	10.5373.6000	\$ 125.00
Contingency Fund	10.7000.0000	\$ 17,830.00

Fire District Fund

Smokey Mtn. Fire District	15.3187.0150	\$ 60.00
Mars Hill Fire District	15.3187.0155	\$ 12,125.00
Laurel Fire District	15.3187.0185	\$ 125.00
Walnut Fire District	15.3187.0190	\$ 4,125.00
Smokey Mtn. Fire District	15.4341.0150	\$ 60.00
Mars Hill Fire District	15.4341.0155	\$ 12,125.00
Laurel Fire District	15.4341.0185	\$ 125.00
Walnut Fire District	15.4341.0190	\$ 4,125.00

Landfill

Disposal Cost Fees	80.3472.8100	\$ 6,740.00
Disposal Cards	80.3472.8110	\$ 5,325.00
Construction Demolition	80.3472.8120	\$ 3,113.00
Contingency/Closure	80.7100.0000	\$ 15,178.00

June 2012 Vehicle Releases for July 2012 Meeting

NAME	County	City	Fire	Interest	TOTALS	REASON
Briggs, Elizabeth		\$54.94			\$54.94	not in city limits
Garrett, Kimberly	\$35.12		\$5.54		\$40.76	2011 bill turned tag in with time remaining per collections
Garrett, Paula	\$10.08		\$1.47		\$11.55	2012 bill turned tag in with time remaining per collections
Gibbs, Elizabeth		\$39.54			\$39.54	not in city limits lives at 10 Harmons Way
Godbold, James	\$16.97		\$3.03		\$20.00	this was a temporary tag pd under 2011-11-00814
Jenkins, Dwight	\$536.57		\$86.23		\$622.80	adjusted value per bill of sale less 7%
Lawson, Eugene	\$2.48		\$0.32		\$2.80	2012 bill turned tag in with time remaining per collections
McCauna, Kayla	\$2.90				\$2.90	2011 bill turned tag in with time remaining per collections
McIntosh, Andrew	\$4.70		\$0.42		\$5.12	released bill to Yancey County
Parker, Bradley	\$16.38				\$16.38	2012 bill turned tag in with time remaining per collections
Parks, Kenneth	\$16.24		\$1.45		\$17.69	adjusted value per bill of sale on trailer
Phillips, Bronis	\$71.30	\$59.90			\$131.20	2011 bill turned tag in with time remaining per collections
Phillips, Bronis	\$2.54	\$2.14			\$4.68	2011 bill turned tag in with time remaining per collections
Shelton, Michael	\$2.96		\$0.08		\$3.04	2012 bill turned tag in with time remaining per collections
Watkins, Kevin	\$1.58	\$1.47			\$3.15	2012 bill turned tag in with time remaining per collections
Witt, David	\$7.38		\$0.28		\$7.63	2012 bill turned tag in with time remaining per collections
TOTALS	\$727.27	\$157.99	\$98.92	\$0.00	\$984.18	

June 2012 Refunds for July 2012 Meeting

NAME	County	City	Fire fee	Disposal fee	Late list fee's	Int	TOTALS	REASON
Clark, Darrell				\$190.00			\$190.00	per solid waste released disposal on SWMH
Dickerson, William				\$760.00			\$760.00	per solid waste homes are inhabitable
Dickerson, William				\$190.00		\$9.51	\$199.51	per solid waste homes are inhabitable
TOTALS	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$9.51	\$1,149.51	

June 2012 Property Refundees for July 2012 Meeting

NAME	County	City	Fire fee	Disposal fee	Late list fee's	Int	TOTALS	REASON
Fender, Harley				\$190.00			\$190.00	released disposal per solid waster no water
Forney, Marie	\$10.19				\$1.02		\$11.21	2011 bill mobile home billed under acct 27734
Forney, Marie	\$9.28				\$1.02		\$10.30	2010 bill mobile home billed under acct 27734
Forney, Marie	\$9.28				\$0.93		\$10.21	2009 bill mobile home billed under acct 27734
Plaff, Charles	\$27.10						\$27.10	2008 bill mobile home billed under acct 27734
Ramsey, Jerry				\$190.00			\$190.00	per solid waste released permanently
Rice, Joseph	\$576.30	\$22.60		\$190.00	\$179.67		\$968.57	DVMH taxed under acct 6557 ma 17532 2009 bill
The Sandwich Shop	\$46.98				\$4.70		\$51.68	closed business September 2010 per owner
Vanderbilt Mortgage	\$168.56	\$30.10		\$190.00			\$388.66	per Vanderbilt SWMH was rep'd in March 2010
Zenina Farms Inc.	\$1,468.10				\$432.12		\$1,900.22	taxed for land on ma 1182
TOTALS	\$2,325.98	\$52.70	\$0.00	\$760.00	\$519.46	\$0.00	\$3,758.14	