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BUDGET COMMITTEE
April 20, 2020
6:00 P.M.

PRESENT: Willie Campbell, Patty Woodby, Mark Tester, Isaiah Grindstaff, Ross Garland, Travis Hill, Aaron Frazier and Kelly Collins
ABSENT: None
CALL TO ORDER: Ross Garland, Chairman
ROLL CALL: Quorum Present

Chairman Garland asked that the fact an electronic meeting was necessary to protect the public health, safety and welfare in light of the Covid 19 pandemic be documented and entered into the minutes.

Approval of Agenda: Chairman Garland added two items from the Sheriff's Department under New Business and omitted item #4, Public Comments and #8, Donation Listing from the agenda. Motion was made by Travis Hill, seconded by Aaron Frazier to approve the agenda with the amendments. By voice roll motion carried.

Approval of Minutes: Motion was made by Willie Campbell, seconded by Mark Tester to approve the minutes of the March 9, 2020, meeting noting the misspelling of Austin Jaynes' name on page 3. By voice roll call vote motion carried

Old Business: Financial Director Brad Burke stated the possible opportunity of debt refunding for the jail no longer existed due to the bottom dropping out of the bond market. He stated he was hoping for better things ahead and would keep the committee informed.

New Business: The committee was given a breakdown of the Appropriation of Unassigned Fund Balance for the Fiscal Year ending June 30, 2020, as of April 20, 2020, with a balance of \$676,660.49 by Financial Director, Brad Burke. A copy attached to minutes.

Captain Smith with the Sheriff's Department presented amendment #1 to the Health Services Agreement, dated July 9, 2019, between Carter County and Southern Health Partners, Inc. stating it was self-explanatory and asked the committee for approval. Agreement attached to minutes. Motion was made by Willie Campbell, seconded by Aaron Frazier to approve the amendment to the agreement. By a roll call vote of all ayes, motion carried.

Captain Smith then submitted an amendment to the contract with the State of Tennessee Department of Corrections. He stated this amendment was a reflection of the amount of dollars that are appropriated by the State legislature to keep the County's medical services through the State in force. As there was no meeting the previous month and the material was time sensitive, he had the Mayor sign it on April 3, 2020, and sent it on to the State as to not lose the County's State status. As the dollar amount was significant and had the approval of the County Attorney, he requested the committee's blessing/approval. Motion was made by Aaron Frazier, seconded by Travis Hill to approve the amendment. By a roll call vote of all ayes, motion carried.

Budget Amendments: Motion was made by Patty Woodby, seconded by Willie Campbell to approve General Fund #101, Budget Amendment #9, Items #1 thru #29 in the amount of \$378,498.81. By a roll call vote of ayes, motion carried.

Motion was made by Kelly Collins, seconded by Isaiah Grindstaff to approve Solid Waste/Sanitation Fund #116, Budget Amendment #8, Items #1 thru #4 in the amount of \$185,850.28. By a roll call vote of 7 ayes and 1 nay by Travis Hill, motion carried.

Motion was made by Aaron Frazier, seconded by Travis Hill to approve Sports and Recreation Fund #123, Budget Amendment #5, Item #1 in the amount of \$25,000. By a roll call vote of all ayes, motion carried.

Motion was made by Aaron Frazier, seconded by Willie Campbell to approve Highway/Public Works Fund #131, Budget Amendment #9, Items #1 thru #4 in the amount of \$828,118.83. By a roll call vote of all ayes, motion carried.

Motion was made by Aaron Frazier, seconded by Isaiah Grindstaff to approve General Purpose School Fund #141, Budget Amendment #9, Items #1 thru #21 in the amount of \$471,621.87. By a roll call vote of 6 ayes and 2 nays by Travis Hill and Aaron Frazier, motion carried.

Motion was made by Travis Hill, seconded by Patty Woodby to approve School Federal Projects Fund #142, Budget Amendment #5, Items #1 thru #4 in the amount of \$118,663.13. By a roll call vote of all ayes, motion carried.

Motion was made by Travis Hill, seconded by Mark Tester to approve Central Cafeteria Fund #143, Budget Amendment #6, Items #1 thru #4 in the amount of \$136,526.75. By a roll call vote of all ayes, motion carried.

Motion was made by Willie Campbell, seconded by Aaron Frazier to approve Head Start Fund #145. Budget Amendment #3, Item #1 in amount of \$95,603.85. By a roll call vote of all ayes, motion carried.

Chairman Garland stated due to previously cancelled meetings, the meeting schedule would need to be revised. He said he would see that all commissioners received an updated copy.

The Mayor stated the Covid 19 quarantine would remain in affect for seven (7) more days. Several commissioners commended the office holders/staff and the people staying quarantined at home as well as those on the front line for in all their efforts to keep the public safe.

On motion by Aaron Frazier, seconded by Willie Campbell, the meeting adjourned.

Respectfully submitted,

Suzi Wallace

Approved for entry:

Ross Garland, Chairman

Carter County, Tennessee						
General Fund						
Appropriation of Unassigned Fund Balance						
Fiscal Year Ending June 30, 2020						
As of April 20, 2020						
Date	Budget Amendment #	Item #	Amount	Description		
8/19/19	1	6	1,000.00	To appropriate funds for insurance deductible portion of damage to the jail.		
9/16/19	2	15	2,570.00	To appropriate matching funds for the Tourism (Wayfinding) Grant approved in 2017-18.		
10/21/19	3	3	3,185.00	To appropriate funds for installation of partitions in trustee's office.		
10/21/19	3	6	5,477.40	To appropriate funds for costs associated with the current contract (began 1.1.2019) with ETSU for forensic services. The amount per the original budget was based on the contract which began October 1, 2018.		
10/21/19	3	7	1,600.00	To appropriate funds to pay for two property appraisals related to the search for a new location for the Recycling Center.		
10/21/19	3	15	8,921.37	To appropriate funds to pay 2018-19 payroll shortages to the current County Mayor and Register. Corresponding overpayments during 2018-19 to the former Mayor and Register were forgiven by County Commission on September 16, 2019.		
11/18/19	4	13	24,706.84	To appropriate funds for the purchase of a leased vehicle per the MOU with the School Department for SROs.		
12/16/19	5	6	4,776.00	To appropriate funds for a Skyward application (TruTime).		
12/16/19	5	9	1,721.76	To appropriate funds for six months of health insurance premiums for a current employee of the Trustee's Office who is enrolling in the County's plan effective 1.1.2020		
12/16/19	5	17	1,000.00	To appropriate funds for repairs to County Coroner's vehicle.		
12/16/19	5	18	9,145.29	To appropriate funds for increase in Sheriff's Department and Animal Shelter workers' compensation insurance per WC audit.		
12/16/19	5	23	1,200.00	To appropriate funds for an additional one-year subscription to Roll Call Pro.		
2/18/20	7	7	4,243.53	To reimburse an employee of the Finance Department who paid a portion (10%) of their medical insurance premiums from 2014 through September 2019, even though they should not have been required to		
3/17/20	8	14	(20,849.00)	Increase in fees paid by Highway, Schools, and Food Service to Finance Department.		
3/17/20	8	16	5,719.43	To appropriate funds to pay down excess balances of comp-time in the Finance Department and EMA.		
3/17/20	8	17	2,451.80	To appropriate funds to pay Budget Committee members for five additional meetings/hearings during the budget process.		
Total per amendments			56,868.42			

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated July 9, 2019, between Carter County, Tennessee (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this _____ day of _____, 2020.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated July 9, 2019, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on July 1, 2019. The term of this Agreement shall end on June 30, 2021, and this Agreement can thereafter be renewed for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. Effective July 1, 2020, County will compensate SHP based on the twelve-month annualized price of \$587,493.12 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$587,493.12 will be in the amount of \$48,957.76 each. SHP will bill the County approximately thirty days prior to the month in which services are to be rendered. The County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective July 1, 2020, the annual base price is calculated based upon an average daily inmate population of up to 360. If the average daily inmate population exceeds 360 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.69 for each inmate over 360. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 360, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 365 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services.

However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CARTER COUNTY, TN

BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32904-20247-	Edison ID 55332	Contract #	Amendment # 1		
Contractor Legal Entity Name Carter County			Edison Vendor ID 18		
Amendment Purpose & Effect(s) Extend the current contract term for the two additional years permitted.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2022			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	1,304,000.00				1,304,000.00
2019	1,369,000.00				1,369,000.00
2020	1,437,000.00				1,437,000.00
2021	1,370,000.00				1,370,000.00
2022	1,439,000.00				1,439,000.00
TOTAL:	6,919,000.00				6,919,000.00
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>				CPO USE	
Speed Chart (optional)		Account Code (optional)			