

**Minutes of the January 31, 2019
Emergency Meeting of the Yancey County Board of Commissioners
Held at 8:00 am in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina**

Present at the meeting held January 31, 2019 were Chairman Jeff Whitson, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Attorney Donny Laws, Board Clerk Sonya Morgan, and EMS Director Clay Carroll. Commissioner Mark Ledford was unable to attend the meeting.

Call to Order

Chairman Whitson called the meeting to order and welcomed those in attendance.

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Grindstaff made a motion, which was seconded by Commissioner Riddle. By unanimous vote, the agenda was approved. (Attachment A)

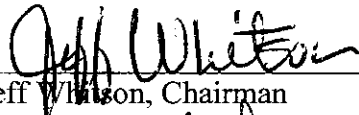
HCA Emergency Medical Services Agreement

County Manager Austin gave a brief explanation as to why the meeting was called. Ms. Austin reported that EMS Director Carroll had been contacted by Mission and presented an agreement, which included assignment of the Emergency Medical Services Agreement between Mission Hospital, Inc. and Yancey County to HCA. (Attachment B). Ms. Austin indicated that due to the contract deadline of February 1, 2019 and the short notice received from Mission Hospital, Inc. that a Special Meeting was called (Attachment C). County Attorney Donny Laws provided a brief description of the history of the need for services and the resulting contract between Mission and Yancey County. Mr. Laws said that he had reviewed the new agreement, which provides for a continuation of services for the remainder of this fiscal year and a new agreement for next fiscal year. He also reported that county contract did not have a built in price increase. Mr. Laws received an email late on January 30, 2019 stating that the signed agreement was due by 9:00 am on January 31, 2019 (Attachment D). In order to approve and sign the contract, it was necessary to call an Emergency Meeting (Attachment E) to meet the deadline. Chairman Riddle made motion to accept and sign the contract and Commissioner Austin seconded. By a vote of 4-0, the motion was carried and Chairman Whitson signed the contract.

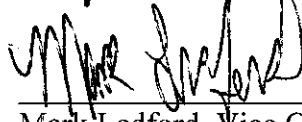
Adjournment

Having no further business, Commissioner Grindstaff made a motion to adjourn, with Commissioner Riddle seconding the motion. The Board of Commissioners voted 4 - 0 to adjourn.

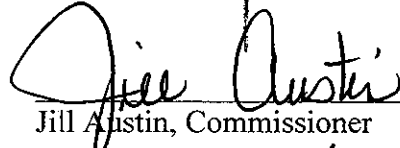
Approved and authenticated this the _____ 11th _____ day of February 2019.



Jeff Whitson, Chairman



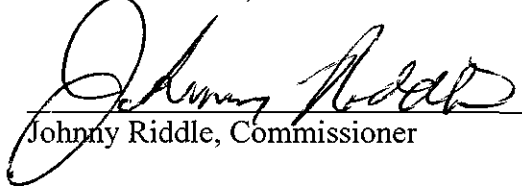
Mark Ledford, Vice Chairman



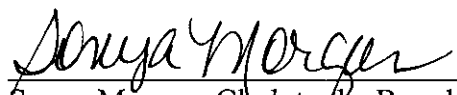
Jill Austin, Commissioner



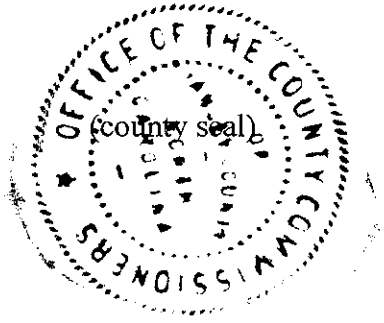
David Grindstaff, Commissioner



Johnny Riddle, Commissioner



Sonya Morgan, Clerk to the Board





AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
EMERGENCY MEETING
January 31, 2019
8:00 AM

- I. Call to Order**
- II. Approval of the Agenda**
- III. HCA Emergency Medical Services Agreement**
- IV. Adjourn**



January 4, 2019

VIA CERTIFIED MAIL

County of Yancey, North Carolina
110 Town Square, Courthouse Room 11
Burnsville, NC 28714
Attn: County Manager

Re: Assignment of EMERGENCY MEDICAL SERVICES AGREEMENT, dated , including any subsequent amendments or attachments, between Mission Hospital, Inc. ("Mission") and County of Yancey, North Carolina (the "Agreement")

Dear Sir or Madam:

Mission is a party to an Asset Purchase Agreement with MH Master Holdings, LLLP ("HCA"), a Delaware limited liability partnership and holding company of HCA Healthcare, Inc., pursuant to which Mission will sell the majority of its assets to HCA (the "Transaction"). The Transaction is scheduled to close on or about January 31, 2019 (the "Closing Date"). In connection with the Transaction, Mission intends to transfer and assign its rights, obligations, and interest in the Agreement to HCA, and HCA will accept and assume the same, effective as of the Closing Date (the "Assignment").

The purpose of this letter is to (a) inform you of the Transaction and (b) confirm (i) that the Transaction will not result in any default under the Agreement and (ii) that the Agreement will remain in full force and effect after the closing of the Transaction on the same terms and conditions as prior to the closing of the Transaction.

Mission hereby requests your Company's consent to the Assignment. Such consent and the Assignment will be conditioned upon the closing of the Transaction. Please indicate your Company's consent to the Assignment by signing in the space provided below and returning an executed copy to Daniel Walbright, Esq. of Drinker Biddle & Reath LLP, the law firm representing Mission in the Transaction, via e-mail at Daniel.Walbright@dbr.com. This letter agreement may be executed in one or more counterparts by PDF or other electronic transmission, each of which shall be deemed an original and which, when taken together, shall constitute one document.

HCA will provide you with the actual effective date of the Transaction and this Assignment if the Closing Date does not occur on January 31, 2019. In the event that you have questions or should need additional information, please contact Daniel Walbright via email address listed above or by phone at (312) 569-1204.

Sincerely yours,

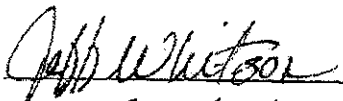


Paul McDowell

Senior Vice President, Finance and Chief Financial
Officer, Mission Health

Agreed and Accepted as of the 31st day of January, 2019:

County of Yancey, North Carolina

By: 

Name: JEFF WHITSON

Title: Chairman

cc: Daniel Walbright, Esq., Drinker Biddle & Reath LLP

**AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF
EMERGENCY MEDICAL SERVICES AGREEMENT
(Yancey County)**

THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF EMERGENCY MEDICAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the date upon which the last party executes this Agreement, by and among the County of Yancey, North Carolina, a governmental body ("County"), Mission Hospital, Inc., a non-profit corporation organized under the laws of the State of North Carolina ("Assignor"), and MH Mission Hospital, LLLP, a limited liability limited partnership organized under the laws of the State of Delaware ("Assignee").

RECITALS

WHEREAS, County and Assignor entered that certain Emergency Medical Services Agreement, dated May 22, 2018 (the "EMS Agreement"), which is attached hereto as Exhibit A, under which Assignor, pursuant to NCGS 153A-250, provides all personnel, equipment, and services required to properly provide emergency medical services for persons living in and around County (the "EMS Services");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), entered into by and among Assignor and other parties affiliated with Assignor (collectively, "Seller"), and Assignee, Seller has agreed to sell to Assignee certain assets of Seller used in connection with Seller's operation of the EMS Services;

WHEREAS, in connection with such sale, Assignor desires to assign the performance obligations set forth in the EMS Agreement to Assignee, and Assignee desires to assume the performance obligations set forth in the EMS agreement conditioned upon the provisions set forth below; and

WHEREAS, the parties desire to amend the EMS Agreement, subject to the terms and conditions set forth herein, so that Assignor, Assignee, and County are parties to the EMS Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree to the following terms and conditions:

AGREEMENT

1. Amendment. The parties hereby agree that effective as of the Effective Time, the EMS Agreement is amended as set for in this Section.

- a. Term Extension. The term of the EMS Agreement shall extend to June 30 2020.
- b. Notices. As of the Effective Time, all notices to Assignee shall be addressed as follows:

If to Assignee: Mission Hospital
509 Biltmore Avenue
Asheville, North Carolina 28801
Attention: Director of Regional EMS

With copy to: HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: General Counsel
Facsimile: (615) 344-1531

Email: bob.waterman@hcahealthcare.com

2. Assignment. Assignor hereby irrevocably conveys, assigns, transfers, sets over, and delivers unto Assignee and its successors and assigns all of Assignor's rights, title, and interest in, to and under the EMS Agreement as of the Effective Time, free and clear of all Encumbrances other than Permitted Encumbrances. For the avoidance of doubt, the Excluded Contracts are not Assumed Contracts.
3. Assumption. By execution hereof, Assignee irrevocably accepts assignment of, agrees to and hereby assumes all of Assignor's duties and obligations under the EMS Agreement and hereby agree to pay, perform and discharge all of the Assumed Liabilities, as and when due.
4. County's Consent. County hereby irrevocably consents to the assignment and assumption of the EMS Agreement as set forth in Sections 2 and 3 hereof. County agrees that Assignee shall not be deemed to be in breach, violation, or default under the EMS Agreement as a result of any act, inaction, omission, failure to perform, breach, or default under the EMS Agreement by Assignor and that Assignee shall not be liable under the EMS Agreement for any acts or omissions occurring prior to the Effective Time. Except for Assumed Liabilities, Assignor shall continue to be liable for all acts and omissions of Assignor occurring prior to the Effective Time.
5. Ratification and Execution. Except as amended or otherwise modified by this Agreement, the EMS Agreement is not otherwise amended, and the EMS Agreement is hereby ratified and confirmed and remains in full force and effect, as amended and modified hereby. In the event of a conflict between the terms of this Agreement and the terms of the EMS Agreement, the terms of this Agreement shall control. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The exchange by the parties of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original thereof for all purposes.
6. Defined Terms. Each capitalized term that is not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below each party's signature.

ASSIGNOR:

Mission Hospital, Inc.

COUNTY:

County of Yancey

[Signature]
By Will Hoggard Erreen
Name President Mission Hospital / COO Mission Health System
Title 01/31/19
Date

[Signature]
By JEFF WHITSON
Name CHAIRMAN
Title 1-31-19
Date

ASSIGNEE:

MH Mission Hospital, LLLP

By

Name

Title

Date

EXHIBIT A
Emergency Medical Services Agreement

Attachment C

COUNTY MANAGER
Lynn Austin



COMMISSIONERS
Jill Austin
David Grindstaff
Mark Ledford
Johnny Riddle
Jeff Whitson

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Notice of Special Meeting of the Yancey County Board of County Commissioners Scheduled for January 31, 2019

PLEASE TAKE NOTICE that the Yancey County Board of County Commissioners, pursuant to NC Gen. Stat. 153A-40(b) and NC Gen. Stat. 143-318.12(b)(2), has called a SPECIAL MEETING. The Yancey County Board of County Commissioners shall hold the meeting at the following designated time and place.

Date of Meeting: Thursday, January 31, 2019

Time of Meeting: 5:00 p.m.

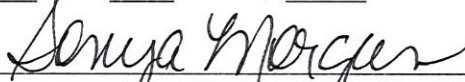
Place of Meeting: Commissioners' Meeting Room,
Yancey County Courthouse,
Burnsville, North Carolina

Purpose of Meeting: Take action on the contract between Yancey County and HCA for EMS services; Entertain an offer to purchase the old Burnsville Hospital, located at 314 West Main Street.

This the 29th day of January 2019.

Jeff Whitson, Chairman /s/
Mark Ledford, Vice-Chair /s/
Jill Austin, Commissioner /s/
David Grindstaff, Commissioner /s/
Johnny Riddle, Commissioner /s/

Posted as required by NC Gen. Stat. 153A-40(b) and NC Gen. Stat. 143-318.12(b)(2) on this the 29th day of January 2019 at 10:00 o'clock a.m.



Sonya Morgan, Clerk to the Board



Donny Laws <donnyjoellawsattorney@gmail.com>

Yancey County Request

1 message

Amy Johnson, Ex Dir Ins/Assoc Gen Counsel <Amy.Johnson2@msj.org>
To: "donnyjoellawsattorney@gmail.com" <donnyjoellawsattorney@gmail.com>
Cc: Richard Lee <Richard.Lee@msj.org>

Wed, Jan 30, 2019 at 6:18 PM

Donnie –

Mission has provided an extension to the EMS contract that requires the County signature by at least 9:00 a.m. on 1/31/19, or else EMS services to Yancey County could be disrupted. Mission is asking for the County to take action on the extension as soon as possible and before 9:00 a.m. on 1/31.

Amy

Amy L. Johnson
Ex. Director of Insurance – Associate General Counsel
Mission Health System, Inc.
509 Biltmore Ave.
Asheville, NC 28801
828.213.5509 (office)
828.775.1523 (cell)
828.213.5502 (fax)
Amy.Johnson2@msj.org
www.mission-health.org

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TAX ADVICE DISCLOSURE: PURSUANT TO INTERNAL REVENUE SERVICE CIRCULAR 230, WE ARE REQUIRED TO ADVISE YOU THAT IF THERE IS ANY TAX ADVICE CONTAINED HEREIN OR IN ANY ATTACHMENTS HERETO, IT IS NOT INTENDED TO BE USED, AND CANNOT BE USED, BY THE ADDRESSEE OR ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE.

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COUNTY MANAGER
Lynn Austin



COMMISSIONERS
Jill Austin
David Grindstaff
Mark Ledford
Johnny Riddle
Jeff Whitson

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Notice of EMERGENCY MEETING of the Yancey County Board of County Commissioners Scheduled for January 31, 2019

PLEASE TAKE NOTICE that the Yancey County Board of County Commissioners, pursuant to NC Gen. Stat. §153A-40(b) and NC Gen. Stat. §143-318.12(b)(3), has called an EMERGENCY MEETING. The Yancey County Board of County Commissioners shall hold the meeting at the following designated time and place.

Date of Meeting: Thursday, January 31, 2019

Time of Meeting: 8:00 a.m.

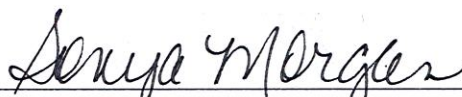
Place of Meeting: Commissioners' Meeting Room,
Yancey County Courthouse,
Burnsville, North Carolina

Purpose of Meeting: Take action on the contract between Yancey County and
HCA for EMS services

This the 30th day of January 2019.

Jeff Whitson, Chairman /s/
Mark Ledford, Vice-Chair /s/
Jill Austin, Commissioner /s/
David Grindstaff, Commissioner /s/
Johnny Riddle, Commissioner /s/

Notice is hereby given pursuant NC Gen. Stat. §143-318.12(b)(3) on this the 30th day of January 2019.



Sonya Morgan, Clerk to the Board