

Minutes of the May 13, 2019
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the meeting held May 13, 2019 were Chairman Jeff Whitson, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burlison, Planning & Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Administrator/Assessor Danny McIntosh, Board Clerk Sonya Morgan, members of the media, and members of the general public. Commissioner Grindstaff joined the meeting during the County Manager's Report and Commissioner Mark Ledford was absent from the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

Commissioner Riddle delivered the invocation. Chairman Whitson led in the Pledge of Allegiance to the Flag.

Approval of the Agenda

Commissioner Austin made a motion to amend the agenda to remove the Mayland Community College presentation, with Commissioner Riddle providing a second. By a vote of 3 – 0 the agenda was amended. Chairman Whitson made a motion to approve the agenda, with Commissioner Riddle seconding the motion. By a vote of 3 – 0, the amended agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included:

- a. Approval of April 8, 2019 Regular Meeting minutes
- b. Approval of FY 2019-20 MOU Between DHHS & Yancey County (Attachment B)
- c. Approval of Assignment of Emergency Medical Services Agreement (Attachment C)
- d. Approval of Jury Commissioner Appointment for Yancey County – Reappointment of Shirley Bryant (Attachment D)
- e. Approval of Yancey County 2019 Fireworks Show Schedule (Attachment E)
- f. Approval of Tax Office Refund Requests (Attachment F)
- g. April 2019 Tax Collection Reports – Informational (Attachment G)
- h. Home & Community Care Block Grant for Older Adults County Funding Plan – Informational (Attachment H)
- i. Building Business Breakfast (BBB) Announcement – Informational (Attachment I)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Riddle made a motion to approve the consent agenda, which was seconded by Commissioner Austin. By a vote of 3 - 0, the consent agenda was approved.

Presentation of Badge & Service Weapon

Chief Deputy Shane Hilliard addressed the Board and asked for approval to present Corporal Roscoe Bailey his service weapon. (Attachment J) Chief Deputy Hilliard reported that Deputy Bailey is retiring May 31, 2019, and asked the Board for approval to sell him his service weapon at the cost of \$1.00. Commissioner Riddle made the motion to present Deputy Bailey his service weapon at the cost of \$1.00 with Chairman Whitson providing a second. By a vote of 3- 0, the motion was carried.

County Manager's Report

County Manager Austin reported that the Veterans Services Officer position was filled. She reported that Wes Presnell had been hired for the position and would be in the office five

days per week. She also stated that the salary for the position would be split 50/50 between the county and the sheriff's office.

County Manager Austin also stated that she had received notice of an additional date of May 25, 2019 for the fireworks calendar listed in the consent agenda for this meeting. Commissioner Austin made a motion to amend the fireworks calendar to include the additional date. Commissioner Riddle seconded the motion. By a vote of 3 – 0, the motion was carried.

County Manager Austin reported that the county staff is still working with FEMA on the Cane River Park restoration. She also reported that Commissioner Austin has been working to secure grant money for the installation of lights at the park, which would allow for evening tournaments. Commissioner Grindstaff joined the meeting at this time.

County Manager Austin then presented the lease agreement between the county and Pruitt Health Home Health, Inc. and indicated that they intend to give back two rooms for one year. Commissioner Riddle made a motion to approve the lease agreement, with Commissioner Austin providing a second. By a vote of 4 – 0, the motion is carried. (Attachment K) Chairman Whitson asked if the rooms being vacated by Pruitt would be leased and County Manager Austin indicated she was investigating the possibility.

County Attorney's Report

County Attorney Donny Laws had nothing to report to the Board this month.

County Commissioners' Report

Commissioner Riddle reported that he had attended the Mayland Community College graduation and commended Dr. Boyd, MCC President, and the school for putting on a great graduation. He further stated that the student speakers did an outstanding job, and one of the speakers was from Yancey County.

Chairman Whitson expressed his appreciation for those attending this and other Board of Commissioners meetings.

Public Comments

Tom Robinson spoke on those taking advantage of public assistance.

Marvin Taylor spoke on the placement of the public comment period on the agenda of the Board meetings.

Closed Session

Commissioner Riddle then made a motion to go into closed session pursuant to N.C. Gen. Stat. 143-318.11(a)(4), with Commissioner Austin seconding the motion. The Board voted unanimously to go into closed session.

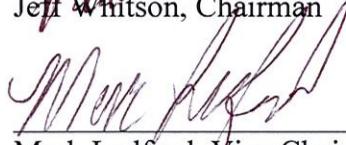
Commissioner Riddle made a motion to leave closed session and return to open session, with Commissioner Austin providing a second. The Board voted 4 - 0 to leave closed session. No action was taken during closed session.

Adjournment

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

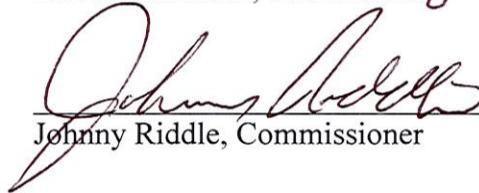
Approved and authenticated this the _____ 10th _____ day of June 2019.

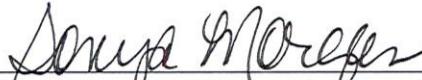

Jeff Whitson, Chairman


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
REGULAR BUSINESS MEETING
MAY 13, 2019
6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of April 8, 2019 Regular Meeting minutes**
 - b. Approval of FY 2019-20 MOU Between DHHS & Yancey County**
 - c. Approval of Assignment of Emergency Medical Services Agreement**
 - d. Approval of Jury Commissioner Appointment for Yancey County – Reappointment of Shirley Bryant**
 - e. Approval of Yancey County 2019 Fireworks Show Schedule**
 - f. Approval of Tax Office Refund Requests**
 - g. April 2019 Tax Collection Reports – Informational**
 - h. Home & Community Care Block Grant for Older Adults County Funding Plan – Informational**
 - i. Building Business Breakfast (BBB) Announcement – Informational**
- V. Presentation of Badge & Service Weapon – Chief Deputy Shane Hilliard**
- VI. Mayland Community College Updates & Budget Request – Dr. John Boyd**
- VII. County Manager’s Report – Lynn Austin**
- VIII. County Attorney’s Report – Donny Laws**
- IX. County Commissioners’ Report**
- X. Public Comments**
- XI. Closed Session**
- XII. Adjourn**

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
YANCEY COUNTY
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Yancey County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Yancey County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete

administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Child Support
 - b. I-B: Energy
 - c. I-C: Work First
 - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
 - a. III-A: Child Welfare – Child Protective Services
 - b. III-B: Foster Care
 - c. III-C: Work First
 - d. III-D: Adult Protective Services
 - e. III-E: Special Assistance
 - f. III-F: Child Care Subsidy

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) “County department of social services” also means the consolidated human services agency, whichever applies;
- (2) “County director of social services” also means the human services director, whichever applies; and
- (3) “County board of social services” also means the consolidated human services board, whichever applies.
- (4) “Child welfare services or program” means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) “Social services programs” or “Social services programs other than medical assistance” means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Yancey County

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lynn Austin, County Manager Yancey County 110 Town Square, Room 11 Burnsville, NC 28714	Lynn Austin, County Manager Yancey County 110 Town Square, Room 11 Burnsville, NC 28714 Email: lynn.austin@yanceycountync.gov

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Compliance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
 - c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
 - d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
 - e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County’s performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

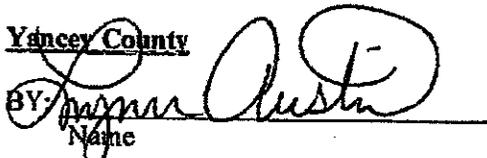
16.0 Miscellaneous

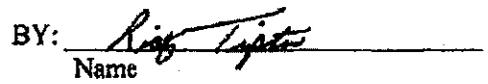
Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

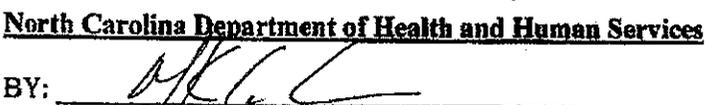
Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Yancey County
BY: 
Name
TITLE: County Manager
DATE: 5-13-19

BY: 
Name
TITLE: Director
DATE: 5/13/19

North Carolina Department of Health and Human Services
BY: 
Secretary, Department of Health and Human Services
DATE: 5-14-19

ATTACHMENT I

MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A
MANDATED PERFORMANCE REQUIREMENTS:**

Child Support

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B
MANDATED PERFORMANCE REQUIREMENTS:**

Energy Programs

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C
MANDATED PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly

**ATTACHMENT I-D
MANDATED PERFORMANCE REQUIREMENTS:**

Food and Nutrition Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18	Monthly

ATTACHMENT II

CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
 - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
 - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
 - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
 - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
 - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

3. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

ATTACHMENT III

PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.

**ATTACHMENT III-A
PERFORMANCE REQUIREMENTS:**

Child Welfare – Child Protective Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B
PERFORMANCE REQUIREMENTS:**

Child Welfare - Foster Care

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure the ongoing safety of children and the engagement and well-being of families. Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children existing foster care are in stable homes so that they do not re-enter foster care. CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

	<p>in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.</p>		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	<p>Monthly</p>
--	--	--	---	----------------

**ATTACHMENT III-C
PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly

**ATTACHMENT III-D
PERFORMANCE REQUIREMENTS:**

Adult Protective Services (APS)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

**ATTACHMENT III-E
PERFORMANCE REQUIREMENTS:**

Special Assistance (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly

**ATTACHMENT III-F
PERFORMANCE REQUIREMENTS:**

Child Care Subsidy

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan	Monthly



ANC Healthcare, Inc.
formerly known as Mission Health System

Attachment C

425 W New England Ave, Suite 300
Winter Park, FL 32789

April 16, 2019

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Re: Assignment of EMERGENCY MEDICAL SERVICES AGREEMENT, dated 7/1/2017, 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 limited partnership and holding company of HCA Healthcare, Inc., pursuant to which Mission sold the majority of its assets to HCA (the “Transaction”). The Transaction closed on February 1, 2019. In connection with the Transaction, Mission desires 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 February 1, 2019.

The purpose of this letter is to (a) inform you of the Transaction and (b) confirm (i) that the Transaction did not result in any default under the Agreement and (ii) that the Agreement remains 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. 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.

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,



Matthew Rubin, CFO

ANC Healthcare, Inc.
f/k/a Mission Health System, Inc.

Agreed and Accepted as of the 13 day of May, 2019:

County of Yancey, North Carolina

By: 
Name: JEFF WHITSON
Title: CHAIRMAN

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

Attachment D



State of North Carolina
General Court of Justice
CLERK OF SUPERIOR COURT
YANCEY COUNTY

TAMMY R. MCENTYRE, CLERK
EX OFFICIO JUDGE OF PROBATE

BURNSVILLE, NC

GARY M. GAVENUS
RESIDENT JUDGE

April 23, 2019

Lynn Austin
Yancey County Manager
110 Town Square
Burnsville, NC 28714

Re: Jury Commissioner Appointment

Dear Mrs. Austin:

Pursuant to my conversation with your office regarding Jury Commissioners for Yancey County, I am requesting that you reappoint Shirley Bryant to our jury commission. Ms. Bryant has worked with the jury commission for the past several years, and she would be willing to serve and work with the other appointees if you decide to reappoint her.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammy R. McIntyre".

Tammy R. McIntyre
Clerk of Superior Court

Attachment E

The Yancey County 2019 Fireworks Show Schedule for the months of June and July are as follows:

Thursday, June 20th – Camp Funshine at Toe River Campground

Wednesday, July 3rd - Toe River Campground

Saturday, July 6th - Yancey County

Friday, July 5th – Mtn. Air

Saturday, July 6th – Mt. Mitchell Golf Club



YANCEY COUNTY TAX OFFICE

110 Town Square, Room 2 * Burnsville, North Carolina 28714

Phone: (828) 682-2198 * Fax (828) 682-4817

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners May 13 2019

Refund request:

WILSON, RANDY B & REGINA & BRIAN

PIN: 075500637478000 (589 STILL FORK CREEK RD) Property owner found that the property (house) had been assessed as a two story when it is in fact a one story. Records indicate that this condition has existed since the house was built. The property record was corrected for the 2019 tax year. The result of the overstatement of value for the past five years is as follows:

2014 Excess tax collected	\$367.98
2015 Excess tax collected	\$367.98
2016 Excess tax collected:	\$433.11
2017 Excess tax collected:	\$433.11
2018 Excess tax collected:	\$ 433.11
Total excess tax collected during the past five years:	\$2035.29

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$2035.29.

Denny,

I found that my place on
589 Still Fork Ck Rd Boursville
(Map # 075500637478000)

was being taxed for a two
story house and it's only
a one story. I'm requesting
a refund on the back taxes
that I have been charged.

Thanks,

Brian Wilson



YANCEY COUNTY TAX OFFICE

110 Town Square, Room 2 * Burnsville, North Carolina 28714

Phone: (828) 682-2198 * Fax (828) 682-4817

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners May 13 2019

Refund request:

MOUNTAIN AIR DEVELOPMENT CORPORATION

By and through misunderstandings between staff and software programmers the following set of events occurred. Subject taxpayer Mountain Air Development Corporation ((MADC(account 421))) received a 2017 business personal property tax bill addressed to MADC even though the bill was created using the business personal property valuation information for Mountain Air Country Club ((MACC(account 420))). MADC paid the tax bill received as did MACC. As a result of all the appropriate adjustments and releases all of the tax is paid and MADC has paid \$6,096.25 in excess tax.

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$6,096.25.

FW: Emailing: APPEALRandy Banks <rbanks@mountainaircc.com>

Fri 4/12/2019 9:41 AM

To: Danny McIntosh <Danny.McIntosh@yanceycountync.gov>Cc: Fonda Thomas <Fonda.Thomas@yanceycountync.gov>; Becky Stiles <bstiles@mountainaircc.com> 1 attachments (891 KB)

APPEAL.PDF;

Good morning Danny. Attached you will find the property tax appeal form for the water pump station parcel that was misclassified as a single family lot. Please let me know if you have any questions on this.

Additionally, I would like to have this email serve as my request for a refund for the overpayment of the personal property tax for Mountain Air Development Corporation for tax year 2017. It is my understanding that there was an entry error in the system that inadvertently placed the Mountain Air Country Club personal property tax in the Mountain Air Development Corporation column and reciprocally, the MADC personal property tax bill was directed to MACC instead. Additionally, please adjust the MADC personal property tax bills for tax years 2018 and 2019 to reflect these corrections.

Many thanks for researching the issues with the personal property tax errors. I greatly appreciate your help in these matters. Again, feel free to contact me with any questions or with any further actions necessary by me.

Respectfully,

Randy Banks
President/CEO
Mountain Air Development Corporation
PO Box 1037
Burnsville, NC 28714
828.682.3600
Direct: 828.682.1121
rbanks@mountainaircc.com

YANCEY COUNTY TAX ADMINISTRATION

Attachment G

End of Month Breakout

View Posted Payments in Date Range 04/01/2019 to 04/30/2019 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$690.95
County Vehicle Tax Payments 2017	\$105.63
County Vehicle Tax Payments 2016	\$23.07
County Vehicle Tax Payments 2015	
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Interest	\$18.28
County Vehicle Total Payments	\$837.93
Burnsville VFD Vehicle Tax	\$2.93
South Toe VFD Vehicle Tax	\$3.09
Newdale VFD Vehicle Tax	\$24.34
West Yancey VFD Vehicle Tax	\$22.64
Egypt/Ramseytown VFD Vehicle Tax	\$9.38
Clearmont VFD Vehicle Tax	\$5.90
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	\$2.56
VFD Vehicle Interest	\$1.38
VFD Vehicle Total Payments	\$72.22
Town of Burnsville Vehicle Tax	\$11.05
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$11.05
State Vehicle Interest	\$4.04
Vehicle Total Payments	\$925.24

05/01/2019

PRICES CREEK FIRE DISTRICT Vehicle Tax				\$320.30
	\$80.60	\$65.53	\$174.17	
County Vehicle Interest				\$2,598.63
	\$169.19	\$1,210.12	\$1,219.32	
TOWN OF BURNSVILLE Vehicle Interest				\$28.70
	\$2.15	\$18.27	\$8.28	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$80.40
	\$4.33	\$59.94	\$16.13	
CANE RIVER FIRE DISTRICT Vehicle Interes				\$9.12
	\$1.34	\$6.61	\$1.17	
EGYPT FIRE DISTIRCT Vehicle Interest				\$2.39
	\$0.37	\$2.01	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.63
	\$0.03	\$0.02	\$0.58	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$6.69
	\$1.11	\$4.36	\$1.22	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$20.14
	\$0.47	\$8.69	\$10.98	
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$2.35
	\$0.28	\$2.07		
CRABTREE FIRE DISTRICT Vehicle Interest				\$21.33
	\$2.30	\$10.95	\$8.08	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$16.55
	\$1.75	\$7.39	\$7.41	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$27.15
	\$0.84	\$10.08	\$16.23	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$49.24
	\$2.76	\$7.31	\$39.17	
DMV Vehicle Interest				\$532.57
	\$88.59	\$261.64	\$182.34	
Totals				\$46,924.98
	\$17,663.28	\$21,675.87	\$7,585.83	

	Billed to Date	% Collected
County Vehicle Tax 2018	\$21,653.81	28.51%

05/01/2019

Posting Report

04-01-2019 to 04-30-2019

05-01-2019

9:50 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2008	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.65	\$0.00	\$9.65
2009	\$6.56	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.06
2010	\$143.10	\$17.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$161.64
2011	\$202.51	\$17.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$221.05
2012	\$15.22	\$0.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$15.92
2013	\$161.17	\$0.00	\$5.95	\$0.00	\$1.91	\$0.00	\$0.90	\$1.06	\$0.00	\$170.99
2014	\$508.34	\$0.00	\$0.00	\$0.00	\$50.59	\$0.00	\$0.00	\$0.00	\$0.00	\$558.93
2015	\$844.20	\$0.00	\$0.00	\$0.00	\$50.43	\$0.00	\$0.00	\$0.00	\$40.31	\$934.94
2016	\$2,762.92	\$11.10	\$99.02	\$0.00	\$12.48	\$0.00	\$0.00	\$32.76	\$43.15	\$2,961.43
2017	\$7,176.90	\$13.88	\$129.65	\$17.38	\$0.00	\$59.35	\$33.33	\$140.54	\$59.15	\$7,630.18
2018	\$157,091.17	\$1,469.82	\$3,254.14	\$984.97	\$1,882.11	\$556.97	\$1,452.95	\$2,492.53	\$1,019.91	\$170,204.57
TOTAL	\$168,921.09	\$1,531.31	\$3,488.76	\$1,002.35	\$1,997.52	\$616.32	\$1,488.38	\$2,668.11	\$1,162.52	\$182,876.36

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$18,401.06	\$376.75	\$18,777.81
Burnsville	\$0.00	\$36.51	\$36.51
West Yancey	\$1,226.73	\$0.00	\$1,226.73
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00

Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$0.00	\$2.10	\$2.10
South Toe	\$0.00	\$2.28	\$2.28
Pensacola	\$0.00	\$0.66	\$0.66
TOTAL	\$19,627.79	\$418.30	\$20,046.09

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$150,143.28	\$1,494.80	\$2,262.03	\$1,002.35	\$1,997.52	\$616.32	\$1,486.28	\$2,665.83	\$1,161.86	\$162,830.27

Transaction Type Report

04-01-2019 to 04-30-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2011	\$28.76	\$0.00	\$0.00	\$0.00	\$0.00	\$28.76	\$0.22	\$0.00	\$0.00	\$28.98
2013	\$143.25	\$7.86	\$0.00	\$0.00	\$0.00	\$151.11	\$63.42	\$0.00	\$0.00	\$214.53
2014	\$505.85	\$50.59	\$1.91	\$0.00	\$0.00	\$558.35	\$224.86	\$0.00	\$0.00	\$783.21
2015	\$838.70	\$90.08	\$1.74	\$0.00	\$0.00	\$930.52	\$291.71	\$4.00	\$0.00	\$1,226.23
2016	\$2,759.71	\$198.51	\$5.41	\$0.00	\$0.00	\$2,963.63	\$672.65	\$32.00	\$0.00	\$3,668.28
2017	\$7,176.90	\$453.28	\$55.04	\$0.00	\$0.00	\$7,685.22	\$878.10	\$64.00	\$0.00	\$8,627.32
2018	\$138,537.08	\$11,886.67	\$125.83	\$0.00	\$0.00	\$150,549.58	\$5,702.27	\$805.14	\$0.00	\$157,056.99
TOTAL	\$149,990.25	\$12,686.99	\$189.93	\$0.00	\$0.00	\$162,867.17	\$7,833.23	\$905.14	\$0.00	\$171,605.54

Adjustment / Release Report

04-01-2019 to 04-30-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2008	\$9.00	\$0.00	\$0.00	\$0.00	\$9.00	\$8.80	\$0.00	\$0.00	\$0.65	\$18.45	\$17.80
2009	\$6.56	\$0.00	\$0.00	\$0.00	\$6.56	\$6.24	\$0.00	\$0.00	\$0.50	\$13.30	\$12.80
2010	\$143.10	\$0.00	\$0.00	\$0.00	\$143.10	\$123.02	\$0.00	\$0.00	\$18.54	\$284.66	\$266.12
2011	\$173.75	\$0.00	\$0.00	\$0.00	\$173.75	\$129.12	\$0.00	\$0.00	\$18.54	\$321.41	\$302.87
2012	\$15.22	\$0.00	\$0.00	\$0.00	\$15.22	\$9.32	\$0.00	\$0.00	\$0.70	\$25.24	\$24.54
2013	\$17.92	\$0.00	\$0.00	\$0.00	\$17.92	\$10.47	\$0.00	\$0.00	\$1.96	\$30.35	\$28.39
2014	\$2.49	\$0.00	\$0.00	\$0.00	\$2.49	\$0.32	\$0.00	\$-58.60	\$0.00	\$-55.79	\$-55.79
2015	\$5.50	\$0.00	\$0.00	\$0.00	\$5.50	\$2.07	\$0.00	\$0.00	\$0.66	\$8.23	\$7.57
2016	\$3.21	\$0.00	\$0.00	\$0.00	\$3.21	\$0.74	\$0.00	\$-1,386.57	\$0.00	\$-1,382.62	\$-1,382.62
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.43	\$0.00	\$0.00	\$0.00	\$9.43	\$9.43
2018	\$18,401.06	\$692.06	\$0.00	\$0.00	\$19,093.12	\$495.82	\$-3,893.14	\$0.00	\$1,226.73	\$16,922.53	\$15,695.80
TOTAL	\$18,777.81	\$692.06	\$0.00	\$0.00	\$19,469.87	\$795.35	\$-3,893.14	\$-1,445.17	\$1,268.28	\$16,195.19	\$14,926.91

Collections Receipts Report

04-01-2019 to 04-30-2019

Total general tax	\$150,143.28
Total fire tax	\$12,686.99
Total penalty	\$189.93
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$163,020.20
Total interest	\$7,834.71
Total cost of advertising	\$909.14
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$7,146.31
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$15,890.16
<hr/>	
Grand total receipts	\$178,910.36

District Payment Report

04-01-2019 to 04-30-2019

Year	District Code	District Name	Amount
2013	002	CANE RIVER FIRE DISTRICT	\$5.95
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.91
2014	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.74
2014	006	JACKS CREEK FIRE DISTRICT	\$48.85
2015	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.58
2015	006	JACKS CREEK FIRE DISTRICT	\$48.85
2015	010	PENSACOLA FIRE DISTRICT	\$39.65
2016	001	BURNSVILLE FIRE DISTRICT	\$11.10
2016	002	CANE RIVER FIRE DISTRICT	\$96.92
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.58
2016	006	JACKS CREEK FIRE DISTRICT	\$10.90
2016	009	SOUTH TOE FIRE DISTRICT	\$32.76
2016	010	PENSACOLA FIRE DISTRICT	\$43.15
2016	011	PRICES CREEK FIRE DISTRICT	\$2.10
2017	001	BURNSVILLE FIRE DISTRICT	\$13.88
2017	002	CANE RIVER FIRE DISTRICT	\$129.65
2017	004	RAMSEYTOWN FIRE DISTRICT	\$17.38
2017	007	BRUSH CREEK FIRE DISTRICT	\$59.35
2017	008	CRABTREE FIRE DISTRICT	\$33.33
2017	009	SOUTH TOE FIRE DISTRICT	\$140.54
2017	010	PENSACOLA FIRE DISTRICT	\$59.15
2018	001	BURNSVILLE FIRE DISTRICT	\$1,469.82
2018	002	CANE RIVER FIRE DISTRICT	\$647.20
2018	003	EGYPT FIRE DISTRICT	\$699.74
2018	004	RAMSEYTOWN FIRE DISTRICT	\$285.23
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$939.18
2018	006	JACKS CREEK FIRE DISTRICT	\$942.93
2018	007	BRUSH CREEK FIRE DISTRICT	\$556.97
2018	008	CRABTREE FIRE DISTRICT	\$1,452.95
2018	009	SOUTH TOE FIRE DISTRICT	\$2,492.53
2018	010	PENSACOLA FIRE DISTRICT	\$1,019.91
2018	011	PRICES CREEK FIRE DISTRICT	\$1,380.21
TOTAL			\$12,686.99

Detailed District Payment Report

04-01-2019 to 04-30-2019

Year	District Code	District Name	Taxpayer Name	Address	Amount
TOTAL					\$0.00

Outstanding Balances Report

As of 04-30-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,230.65	\$6,582.31	\$588.34	\$6,856.88	\$56.00	\$147.12	\$0.00	\$0.00
2009	\$13,266.63	\$6,784.51	\$519.54	\$5,890.58	\$72.00	\$0.00	\$0.00	\$0.00
2010	\$15,229.87	\$8,257.72	\$795.26	\$6,080.89	\$96.00	\$0.00	\$0.00	\$0.00
2011	\$22,030.77	\$11,908.90	\$1,180.83	\$8,811.19	\$112.00	\$17.85	\$0.00	\$0.00
2012	\$26,814.66	\$14,678.17	\$1,659.64	\$10,053.60	\$144.00	\$279.25	\$0.00	\$0.00
2013	\$24,619.49	\$14,906.76	\$1,367.74	\$8,092.99	\$252.00	\$0.00	\$0.00	\$0.00
2014	\$35,756.36	\$20,673.58	\$1,763.73	\$9,229.95	\$200.00	\$454.77	\$0.00	\$0.00
2015	\$37,043.49	\$24,650.03	\$2,306.65	\$8,447.51	\$256.00	\$268.50	\$0.00	\$0.00
2016	\$99,289.98	\$58,080.09	\$4,228.05	\$15,467.27	\$484.00	\$372.41	\$4.00	\$0.00
2017	\$124,749.26	\$100,372.87	\$8,548.15	\$14,057.92	\$984.00	\$786.32	\$0.00	\$0.00
2018	\$429,098.90	\$375,165.03	\$30,008.70	\$15,408.56	\$3,084.00	\$5,432.61	\$0.00	\$0.00
Total	\$842,130.06	\$642,059.97	\$52,966.63	\$108,397.34	\$5,740.00	\$7,758.83	\$4.00	\$0.00

Yancey County Tax Office

County/District Collection Percentage Report
As of: 04-30-2019

Run Date: 05-01-2019

2018
County

Net Levy \$	Collections \$	Collections %
12,659,519.01	12,285,104.87	97.05

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	193,877.96	189,254.55	97.62
002 - CANE RIVER FIRE DISTRICT	74,070.40	72,615.73	98.04
003 - EGYPT FIRE DISTRICT	78,038.84	76,612.04	98.18
004 - RAMSEYTOWN FIRE DISTRICT	24,452.74	23,323.76	95.39
005 - GREEN MOUNTAIN FIRE DISTRICT	27,299.29	26,134.74	95.74
006 - JACKS CREEK FIRE DISTRICT	66,595.87	63,821.29	95.84
007 - BRUSH CREEK FIRE DISTRICT	39,381.20	38,156.92	96.90
008 - CRABTREE FIRE DISTRICT	174,302.77	167,696.82	96.22
009 - SOUTH TOE FIRE DISTRICT	193,254.41	187,772.19	97.17
010 - PENSACOLA FIRE DISTRICT	95,936.61	94,142.64	98.14
011 - PRICES CREEK FIRE DISTRICT	154,262.50	151,933.21	98.50

District Totals

Net Levy \$	Collections \$	Collections %
1,121,472.59	1,091,463.89	97.32

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Yancey County Senior Center
 503 Medical Campus Drive
 Burnsville NC 28714

Home and Community Care Block Grant for Older Adults

County Funding Plan

DAAS-732 (Rev. 2/16)

County Yancey

July 1, 2018 through June 30, 2019

Provider Services Summary

REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Transportation		X	4800	0		//////////	533	5333	0	5333	3500	1.5237	15	3500
IHA-LEVEL 1	X		0	23000		//////////	2556	25556	0	25556	1915	17.5	15	1915
CONGREGATE NUTRITION	X		0	0	35000	//////////	3889	38889	4875	43764	8700	6.7873	50	8700
HOME DELIVERED NUTRITION	X		0	0	80000	//////////	8889	88889	11250	100139	16695	6.2402	100	16695
SENIOR CENTER OPERATIONS	X		0		47812	//////////	5312	53124	0	53124	0	0	0	0
GENERAL PURPOSE	X		0	0	0	//////////	0	0	0	0	0	0	0	0
LIQUID NUTRITION	X		0	0	2500	//////////	278	2778	0	2778	2168	1.8592	5	2168
IHA-LEVEL 2			0	6000		//////////	667	6667	0	6667	360	18	4	360
			0	0		//////////	0	0	0	0	0	0	0	0
			0	0		//////////	0	0	0	0	0	0	0	0
			0	0		//////////	0	0	0	0	0	0	0	0
			0	0		//////////	0	0	0	0	0	0	0	0
			0	0		//////////	0	0	0	0	0	0	0	0
			0	0		//////////	0	0	0	0	0	0	0	0
Total	//////////	//////////	4800	29000	165312	199112	22124	221236	16125	237361	33338	//////////	189	33338

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Brandi Paulson 5/3/19
 Signature, County Finance Officer Date

Jacqui Plu 5-2-19
 Authorized Signature, Title Date
 Community Service Provider

Jeff Witten 5-2-19
 Signature, Chairman, Board of Commissioners Date

Attachment H

*Attachment I***Re: County Managers Office**

Joyce Watts <jawatts2@ncsu.edu>

Fri 5/3/2019 12:33 PM

To: Lindsey Buffkin <Lindsey.Buffkin@yanceycountync.gov>

Hi Lindsey. Thanks for the email.

Just wanted to have Lynn put into announcements for commissioners meeting
Building Business Breakfast (BBB) will be meeting Tuesday May 14th. 7:30 am-8:00am networking.
8:00-9:00 program about social media presented by Brianna Robinson. 9:00 until- open discussion.
Workshop sponsored by EDC, Town of Burnsville, Mayland Small Business Center and Yancey Chamber
of Commerce.

thank you! joyce

On Fri, May 3, 2019 at 11:52 AM Lindsey Buffkin <Lindsey.Buffkin@yanceycountync.gov> wrote:

This is Lindsey from the County Managers Office

Lindsey Buffkin

Assistant to the County Manager

110 Town Square, Room 11

Burnsville, NC 28714-----
Phone: 828-682-3971

Yancey County Sheriff's Office
Sheriff Donald Gary Banks

April 29, 2019

Yancey County Board of Commissioners
2 East Main Street
Burnsville, N.C. 28714

Dear Sir's and Madam:

Pursuant to NCGS 20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

Please consider this letter as my official request to present Corporal Roscoe Bailey the badge worn and his service weapon upon his retirement as of June 1, 2019. Deputy Bailey has shown great commitment to the people of Yancey County during his career in Law Enforcement. I appreciate your cooperation in showing our gratitude to Deputy Bailey for his hard work and dedication.

Respectfully

A handwritten signature in black ink, appearing to read "Shane Hilliard". The signature is fluid and cursive, with a large initial "S" and "H".

Chief Deputy Shane Hilliard
Yancey County Sheriff

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF YANCEY

1 JULY 2019

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as Lessor, and **PRUITT HEALTH HOME HEALTH, INC., a Georgia Corporation**, hereinafter referred to as Lessee; thus

WITNESSETH

THAT WHEREAS the Lessor is a political subdivision of the State of North Carolina and is presently providing property located in Yancey County, North Carolina being more particularly referred to hereinbelow as "demised premises" to Pruitt Health Home Health, Inc., to provide home health care services to the residents of Avery, Mitchell and Yancey Counties; and

WHEREAS the Lessor has determined that in the best interests of the residents of Avery, Mitchell and Yancey Counties that this Lease Agreement be entered into for the purpose to provide high quality patient care and for the efficient delivery of home health services in these counties; and

NOW THEREFORE, in consideration of the mutual benefits given and received by the parties hereto, the receipt of which is hereby acknowledged, the Lessor does hereby let and lease unto the Lessee the demised premises upon the following terms and provisions:

- 1) **Term**: The term of this Lease shall be for twelve (12) months commencing on 1 July 2019 and terminating on 30 June 2020. The Lease terms are specifically subject to the default provisions and termination provisions as set forth in paragraph 11 below.
- 2) **Basic Rent**: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each calendar month over the term of this Lease and shall be in an amount of ten dollars (\$10.00) per square foot per year based on a total space of 3,536.75 square feet for a monthly payment of \$2,947.29.
- 3) **Demised Premises**: The Premises shall be those lands located at 200 Medical Campus Drive in Burnsville Township and more fully set forth in Exhibit "A" attached hereto.

- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used only for the purposes of providing office space to assist in providing home health services as permitted under the Lessee's license. The Lessee will keep and maintain and comply with all ordinances, laws and regulations of authorities regarding the use of the property. The Lessee does hereby further covenant and agree to and with the Lessor that it shall indemnify the Lessor against and shall hold the Lessor harmless from any and all liability which it may or might incur as a result of any damages at law or in equity as to the loss of person or property which might incur by reason of the Lessee's occupation of the demised premises or the acts or omissions of the Lessee, its employees, agents, and/or invitees.
- 5) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 6) Inspection: The Lessor shall have the right at all times to enter and inspect the demised premises upon reasonable notice to Lessee.
- 7) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the demised premises insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance in the amount of \$1,000,000 per occurrence which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss-payee on any such policy of insurance. The Lessee further covenants to and with the Lessor that it shall main adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard.
- 8) Responsibilities of Lessee: The Lessee shall be responsible for any and all damages which occur on or about the facility as a result of its negligence; to make no additions or alterations to the facility without the express prior written approval of the Lessor; to keep the premises in as good condition, including routine maintenance and cleaning, and to return the premises to the Lessor at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted.
- 9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor.

11) Default and Termination:

a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
- ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
- iii) If the Lessee vacates or abandons the demised premises.

b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:

- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
- ii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.
- iii) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.

c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach

before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

d) Termination: This Lease shall automatically terminate on 30 June 2019.

12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

14) Maintenance and Utility Costs: Except for damages resulting from the negligence of the Lessee as set forth herein above the Lessor shall be responsible for all repairs and maintenance of the demised premises, including without limitation, maintenance of the structural integrity of the building, roof, heating and cooling systems and water and sewer systems.

Lessor shall also be responsible for all utility costs for heating and cooling services, water and sewer services, landscaping/yard maintenance and snow and ice removal.

15) Taxes: The demised premises are owned by the Lessor and no ad valorem taxes are due and payable on the demised premises. The Lessee shall be responsible for and timely pay all taxes due on all business personal property located upon the demised premises.

16) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

17) Notices: All notices required by this Agreement shall be forwarded to:

Lessee: PruittHealth Home Health, Inc.
ATTN: Legal Department
1626 Jeurgens Court
Norcross, GA 30093

Lessor: Yancey County
ATTN: Yancey County Manager
110 Town Square, Room 11
Burnsville, NC 28714

Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

- 18) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.
- 19) Statutory Authorization: That as stated herein above this Lease is made and entered into pursuant to NCGS 160A-272 and the authority to enter into this Lease has been appropriately delegated to Nathan R. Bennett as Yancey County Manager by Resolution duly adopted and appearing in the minutes of the Yancey County Board of County Commissioners.

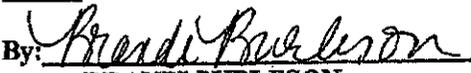
IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.



YANCEY COUNTY, a Body Politic and
Corporate of the State of North Carolina,
Lessor

By: 

LYNN AUSTIN
Title: County Manager

Attest:
By: 

BRANDI BURLESON
Finance Officer

PRUITTHEALTH HOME HEALTH,
INC., Lessee

By: 

Title: CHIEF FINANCIAL OFFICER

