

**Minutes of the May 11, 2020**  
**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 11, 2020 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, Clerk to the Board Sonya Morgan. The meeting was conducted in accordance with the Governor's Executive Order 138. A member of the media attended the meeting. Nearby rooms were made available to the general public where the meeting was broadcast. No more than 10 people were allowed in each room and attendees were asked to maintain social distancing.

**Call to Order**

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

**Invocation and Pledge of Allegiance to the Flag**

Commissioner Riddle delivered the invocation. Commissioner Ledford led the Pledge of Allegiance to the Flag.

**Approval of the Agenda**

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

**Consent Agenda**

Chairman Whitson read through the items on the consent agenda as follows:

- Approval of April 13, 2020 Regular Meeting Minutes
- Approval of Juvenile Crime Prevention (JCPC) Funding Plan 2020-21 (Attachment B)
- Approval of Road Renaming Application (Attachment C)
- April 2020 Tax Collection Reports – Informational (Attachment D)

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 Ledford. By unanimous vote the consent agenda was approved.

**Public Hearing**

Chairman Whitson asked Planning and Economic Development Director Jamie McMahan to give an update on the Small Business Relief Fund. Mr. McMahan indicated since the plan was proposed to the Board at the Budget Work Session on April 20, 2020 the Economic Development Commission appropriated \$25,000 in order to deploy funds quickly. Mr. McMahan reported EDC worked with the MAY Coalition and United Community Bank to disperse the funds to the applicants. Mr. McMahan further indicated that the initial budget of \$25,000 had been lent to five applicants. Mr. McMahan reiterated that this is a local fund for our people and those eligible must have a principle place of business in Yancey County. Chairman Whitson opened the floor for a public hearing to receive comments on appropriating \$50,000 for the Small Business Relief Fund. Hearing none, Commissioner Riddle made a motion to close the Public Hearing, with Commissioner Austin seconding the motion. By unanimous vote the Public Hearing was closed. Commissioner Grindstaff made a motion to adopt ***RESOLUTION AUTHORIZING APPROPRIATION FOR ECONOMIC DEVELOPMENT TO YANCEY COUNTY ECONOMIC DEVELOPMENT COMMISSION (EDC)*** appropriating \$50,000 in county funds. (Attachment E) Commissioner Austin seconded the motion. By unanimous vote the motion was approved.

## **Appointment**

Yancey County Department of Social Services (DSS) Director Rick Tipton submitted a request for reappointment of Suzanne Gavenus to the DSS board for the term beginning July 1, 2020. (Attachment F) Commissioner Austin made a motion to reappoint Ms. Gavenus to the DSS board, with Commissioner Riddle seconding the motion. By unanimous vote the motion was approved.

## **County Manager's Report**

County Manager Austin began her report by presenting the contracts for fireworks for the July 4 Independence Day Celebration which had been previously tabled until the county could receive clarification on the insurance for the fireworks show. She reported due to cancellations resulting from COVID-19, Pyro Shows, Inc. would donate an additional \$1,000 worth of fireworks, and the cost would be \$6,000 as originally quoted. County Manager Austin said the quote was for both shows, one in the Burnsville and one at the South Toe campground, and the displays would actually be on July 4<sup>th</sup> this year. County Manager Austin said Robbie Tipton would be doing the fireworks displays. Attorney Donny Laws said that the contracts contained standard form provisions and he would recommend approving with the county's addendum included. Commissioner Ledford made a motion to approve the fireworks contracts with the county addendum attached. Commissioner Grindstaff seconded the motion. By unanimous vote the motion carried. Commissioner Ledford then made a motion to authorize County Manager Austin to sign the fireworks contracts with Commissioner Grindstaff seconding the motion. By unanimous vote the motion carried. (Attachment G)

Next County Manager Austin presented the Emergency Medical Services (EMS) Contract for Medical Director Services with Dr. Stace Horine for the county EMS program. (Attachment H) She reported the cost of the contract was \$21,000, which was included in the EMS budget, and would be valid for one year. She also said the Dr. Horine, an emergency medicine physician, serves as the medical director for the EMS in Yancey County under the current HCA contract. Chairman Whitson asked for a motion to approve the contract for medical director services with county addendum attached and to authorize County Manager Austin to sign. Commissioner Grindstaff made the motion. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved.

County Manager Austin then reported to the Board that the EMS program was going well and that the county was on schedule to get the ambulance by May 16. She then reviewed the third party billing proposals and recommended that the county continue using EMS MC, who currently provides the billing service for the county EMS under the HCA contract. County Manager Austin indicated that the contract had been sent to the county attorney for review. (Attachment I) She requested the Board approve the county contract being presented with EMS MC, which would be for a one-year period. Commissioner Ledford made a motion to approve the EMS MC contract and authorize County Manager Austin to sign. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved.

County Manager Austin discussed the re-opening of the Toe River Campground. A discussion ensued regarding the keeping the hall and the pool closed and opening bathrooms while limiting use, and continuing to follow the Governor's Orders for Phases 1 & 2. County Manager Austin asked the Board to consider short-term rentals. A discussion ensued and the consensus of the Board was to issue a press release lifting the recommendation currently in place for limiting short-term rentals. It was further recommended that the press release request short-term rentals follow appropriate cleaning guidelines and follow the Governor's order mandates.

Next, County Manager Austin reported the farmer's market project with Appalachian State University is ongoing. She indicated that the EDC had received grants from Dogwood Trust and Yancey Fund in the amounts of \$8,600 and \$10,000 respectively. County Manager Austin requested that the Board approve the contract with ASU allowing ASU students to work on the farmer's market project. Commissioner Ledford made a motion to approve the contract and authorize County Manager Austin to sign. Commissioner Grindstaff seconded the motion. By unanimous vote the motion was approved.

**County Commissioners Report**

Chairman Whitson stated he met with Fire Chief Niles Howell and Phillip Smith at the groundbreaking ceremony for the new fire department. Chairman Whitson said the fire department staff is looking for a pond from which to draw water in an effort to increase the ISO rating. Chairman Whitson asked if it is possible to use the county property near Burnsville Elementary. County Manager Austin said that she would get in touch with the fire department and look into it.

Commissioner Ledford asked if county management could call and get the drivers license office reopened. County Manager Austin said she would call and ask. Commissioner Grindstaff asked if there was any information available for the seniors graduating high school. County Attorney Donny Laws said that several options were being considered by the school system which would allow seniors to walk the stage and get their diploma at scheduled times.

**Public Comment**

There were no public comments.

**County Attorney's Report**

County Attorney Donny Laws stated that he had two litigation matters to discuss with the Board in closed session pursuant to NCGS §143-318.11(a)(3); one involving an opioid settlement and one involving the condemnation of a property. Commissioner Riddle made a motion to go into closed session pursuant to NCGS §143-318.11(a)(3), with Commissioner Austin seconding the motion. The Board voted unanimously to go into closed session.

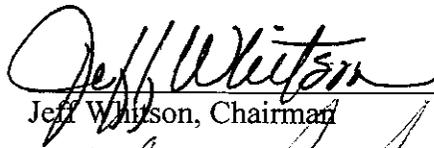
Commissioner Riddle made a motion to return to open session. Commissioner Austin provided a second. The Board voted unanimously to return to open session.

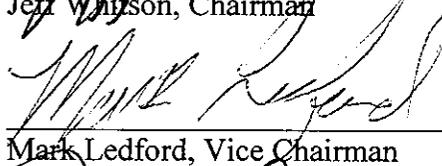
Commissioner Grindstaff made motion to approve the terms and provisions of a consent judgment with Cane River Baptist Church in File No. 19CVS165 Office of Clerk of Superior Court of Yancey County and the terms and provisions of a boundary line agreement with the church. Commissioner Ledford seconded the motion. By unanimous vote the motion carried.

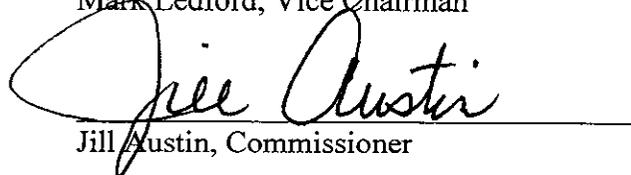
**Adjournment**

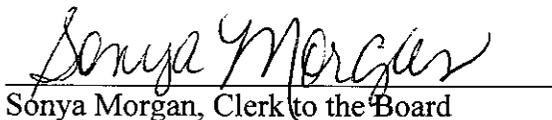
Having no further business, Commissioner Riddle made a motion to adjourn with Commissioner Austin seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the 8<sup>th</sup> day of June 2020.

  
Jeff Whitson, Chairman

  
Mark Ledford, Vice Chairman

  
Jill Austin, Commissioner

  
Sonya Morgan, Clerk to the Board

  
David Grindstaff, Commissioner

  
Johnny Riddle, Commissioner





Attachment A

**AGENDA  
YANCEY COUNTY BOARD OF COMMISSIONERS  
REGULAR BUSINESS MEETING  
MAY 11, 2020  
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 13, 2020 Regular Meeting Minutes**
  - b. Approval of Juvenile Crime Prevention (JCPC) Funding Plan 2020-21**
  - c. Approval of Road Renaming Application**
  - d. April 2020 Tax Collection Reports – Informational**
- V. PUBLIC HEARING – Small Business Relief Fund**
- VI. Appointment**
  - a. Yancey County Department of Social Services Board**
- VII. County Manager’s Report – Lynn Austin**
  - a. Fireworks Contracts**
  - b. EMS Director Contract**
- VIII. County Commissioners’ Report**
- IX. Public Comments**
- X. County Attorney’s Report – Donny Laws**
- XI. Closed Session**
- XII. Adjourn**

# **Juvenile Crime Prevention Council County Plan**

## **Yancey County**

### **For FY 2020-2021**

#### **Table of Contents**

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. Research-Based Program Summary
- VI. County Juvenile Crime Prevention Council Request for Proposals
- VII. Funding Decisions Summary
- VIII. Funded Programs Program Enhancement Plan (PEP). (Add brief program description for any program without a PEP)

Attachments:

## **Executive Summary**

The Yancey County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2020 through FY 2021.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Yancey County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Priorities for Funding: Through a Risk and Needs Assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Yancey County (The list is in no particular order or priorities).

1. Mentoring
2. Interpersonal Skills
3. Experiential Skills
4. Mediation
5. Restitution and Community Service
6. In-Home Counseling – specifically Functional Family Therapy for Undisciplined and Diverted Youth
7. Substance Abuse Treatment
8. Temporary Shelter Care
9. Vocational Skills
10. Teen Court/Restorative Services

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on an annual basis

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety-Community Programs Section Funds to the following Programs in the amounts specified below for FY 2020-2021 (See JCPC Funding Allocations page) :

- |                           |          |
|---------------------------|----------|
| 1. Crossnore              | \$ 6,375 |
| 2. Juvenile Mediation     | \$ 3,781 |
| 3. 4-H Mountain Challenge | \$33,717 |
| 4. Project Challenge      | \$33,004 |
| 5. Sentencing Circles     | \$ 8,000 |

4-H Mountain Challenge and Project Challenge were expanded through RTA. Sentencing Circles were newly funded.

The JCPC further recommends that the following amount be allocated from the NC Department of Public Safety funds for the administrative costs of the Council for FY 2020-2021:

\$3,828.

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the Commissioners of Yancey County:

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the NC Department of Public Safety:

Respectfully Submitted,



Brian Buchanan  
Chair, Yancey County Juvenile Crime Prevention Council

*Date: May 15, 2020*

# Yancey County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 88,705 Local Match: \$ 25,385 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	Total DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$3,828						\$3,828	
2	Crossnore School	\$6,375	\$1,275					\$7,650	17%
3	Juvenile Mediation	\$3,781	\$756					\$4,537	17%
4	4-H Mountain Challenge	\$33,717	\$15,153					\$48,870	31%
5	Project Challenge	\$33,004	\$6,601					\$39,605	17%
6	Sentencing Circles	\$8,000	\$1,600					\$9,600	17%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$88,705</b>	<b>\$25,385</b>					<b>\$114,090</b>	<b>22%</b>

The above plan was derived through a planning process by the Yancey County  
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2020 - 2021.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type  initial plan  update  final

---DPS Use Only---

Reviewed by \_\_\_\_\_ Area Consultant \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Program Assistant \_\_\_\_\_ Date \_\_\_\_\_

Verified by \_\_\_\_\_ Designated State Office Staff \_\_\_\_\_ Date \_\_\_\_\_

 5/6/20  
 Chairperson, Juvenile Crime Prevention Council (Date)

 5-11-20  
 Chairperson, Board of County Commissioners (Date)  
 or County Finance Officer

## Juvenile Crime Prevention Council Organization

FY 20-21	Name	Organization	Title
<b>Chairperson</b>	Brian Buchanan	Police Department	Police Chief
<b>Vice-Chairperson</b>			
<b>Secretary</b>	Glenna Taylor	JCPC	Administrative Assistant
<b>Treasurer</b>			
<b>Assessment Committee Chairperson</b>			
<b>Funding Committee Chairperson</b>	Brian Buchanan	Police Department	Police Chief

Number of members for FY19-20:

16

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
July 2019	No Meeting	
August 21, 2019	8	Yes
Sep. 18, 2019	11	Yes
October 2019	No Meeting	
Nov. 20, 2019	8	Yes
December 2019	No Meeting	
January 15, 2020	9	Yes
Feb. 19, 2020	7	No
March 2020	No Meeting	
April 15, 2020	10	Yes
May 20, 2020		
June 2020	No Meeting	

## SUMMARY REPORT OF THE YANCEY COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Risk Assessment Summary
- II. Needs Assessment Summary
- III. Resource Assessment Summary
- IV. Summary of Gaps and Barriers in the Community Continuum
- V. Proposed Priority Services for Funding

### Part I Risk

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

#### General Observations

- 88% of the assessed youth are at a risk level of 3-4 for future delinquent behavior. This is an increase from the previous year's rate and is higher than the state's rate. 46% of the assessed youth are at a risk level of 3 and 42% are at a risk level of 4.

#### Yancey County Risk Factor Observations: FY 2018-2019

- **R1. Age for First Delinquent Offense Alleged in a Complaint** – 92% of the assessed youth are over the age of 12. This is an increase from the previous year's rate and is higher than the state's rate for the past four years.
- **R2. Number of Undisciplined or Delinquent Referrals at Intake** – 33% of the assessed youth had 2 or 3 prior referrals at intake. This is an increase from the previous year's rate and is higher than the state's rate for the past four years.
- **R7. School Behavior Problems (prior 12 months)** – 25% of the assessed youth have moderate school behavior problems. This is an increase from the previous year's rate and is the same as the state's rate. 63% of the assessed youth have serious school behavior problems. This is an increase from the previous year's rate and is higher than the state's rate.
- **R8. Relationships with Peers** – 58% of the assessed youth have relationships with peers that are good support and influence. This is an increase from the previous year's rate and is higher than the state's rate for the past four years.

## **Part II. Needs**

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

### **General Observations**

- 71% of the assessed youth have low needs. This is an increase from the previous year's rate and is higher than the state's rate.

### **Yancey County Elevated Needs Observations: FY 2018-2019**

- **Y1. Peer Relationships** - 42% of the youth assessed are either rejected by positive peers or sometimes to regularly associated with delinquent peers.
- **Y2. School Behavior/Adjustment** – 63% of the assessed youth have serious school behavior problems. This is an increase from the previous year's rate and is higher than the state's rate.
- **F5. Family Criminality** – 46% of the assessed youth have family criminal history. This is a three-year increase trend and is higher than the state's rate for the past two years.

### **Part III. Summary of the Existing Community Resources**

- RHA has a counselor available at some schools
- Gear Up is available in the middle school. 21 Century After School is available in the elementary and middle schools.
- SOAR – Is school sponsored and class specific, is a transition class for freshman which includes instruction in life skills, academic, and vocational skills and is available in the Fall Semester.
- Mitchell/Yancey Substance Abuse Task Force is a community-based substance abuse task force looking at community needs. It has a youth component.
- Cougar Fit Club is available – Collaborative effort for at-risk youth to address fitness and wellness goals. It can be used for attendance make up and it has transportation home available.
- Telemedicine is available in the community including the psychiatric component.
- Schools will have Narcan doses available and are trained in the use
- Some school staff have become trainers in the Youth Mental Health First Aid to train school staff and possibly community members

See attached Continuum of Services

### **Part IV. Summary of Gaps and Barriers in the Continuum of Services**

- Transportation is a barrier to youth participation in pro-social activities throughout the county.
- Alternatives to suspension programming are not available and are needed.
- A gap in mental health services continues to exist for youth who are uninsured/Medicaid ineligible or privately insured with little or no mental health coverage. Also, mental health services, specifically in-home services such as Functional Family Therapy is needed for undisciplined, diverted and low risk/needs juveniles.
- Outpatient substance abuse treatment is needed in addition to long term substance abuse treatment.

## **Part V. Proposed Priority Services for Funding**

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

**The Committee proposes that the following services be approved as the funding priorities for FY 2020 – 2021.**

- ❖ **Mentoring**
- ❖ **Interpersonal Skills**
- ❖ **Experiential Skills**
- ❖ **Mediation**
- ❖ **Restitution/Community Service**
- ❖ **In-Home Counseling – specifically Functional Family Therapy for Undisciplined and Diverted Youth**
- ❖ **Substance Abuse Treatment**
- ❖ **Temporary Shelter Care**
- ❖ **Vocational Skills**
- ❖ **Teen Court/Restorative Services**

# Yancey County Juvenile Crime Prevention Council Request for Proposals

**\$88,705**

Anticipated County Allocation

**20%**

Required Local Match Rate

**January 22, 2020**

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2020 -2021 beginning on, or after, July 1, 2020. The use of these funds in this county requires a local match in the amount specified above.

The JCPC will consider proposals for the following needed programs:

Mentoring,	Restitution/Community Service	Substance Abuse Treatment
Interpersonal Skills	Temporary Shelter Care	In-Home Counseling-specifically
Experiential Skills	Teen Court/Restorative Services	Functional Family Therapy for
Mediation	Vocational Skills	Undisciplined and Diverted Youth

Proposed program services should target the following risk factors for delinquency or repeat delinquency:

R1 Age for First Delinquent Offense R2 Number of Undisciplined or Delinquent Referrals at Intake, R7 School Behavior Problems, R8 Relationships with Peers

Programs should address one or more of the following concerns as reported in the Needs Assessments for adjudicated youth:

Peer Domain: Y1 Peer Relationship

Individual Domain:

Family Domain: F5 Family Criminality

School Domain: Y2 School Behavior/Adjustment

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals, if applicable.

Local public agencies, 501(c)(3) non-profit corporations, and local housing authorities are invited to submit applications to provide services addressing the above elements.

JCPC Chairperson or Designee

Brian Buchanan

at

828-682-4683

Telephone #

**In order to apply for FY 2020-2021 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:**

**<https://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-Information>**

**After submitting the application electronically, print and submit hard copies as indicated below. Private non-profits are also required to upload No Over Due Tax form, Agency's Conflict of Interest Policy, and DPS Conflict of Interest Statements, and upon request, proof of 501(c)(3) status.**

**NOTE: For further information, or technical assistance about applying for JCPC funds in this county, contact your Area Consultant, Megan Webster 828-296-4744**

Deadline for Application is: Friday, February 28, 2020 by 5:00 P.M.

Mail or deliver Glenna Taylor

applications to: E-mail application to glenna\_taylor@ncsu.edu and brian.buchanan@townofburnsville.org

Number of original copies to submit: 1 Electronic

Telephone: 828-682-6186

## Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Project Challenge	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Juvenile Mediation	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
4-H Mountain Challenge	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Crossnore School	<input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Addresses need for emergency out of home placement when sexual offending involved <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
Sentencing Circles	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
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	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
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	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available



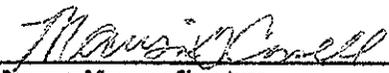
### Program Enhancement Plan (PEP)

**Program/Component:** Juvenile Mediation

**Brief Description:** The program provides mediation and other restorative processes for juveniles who are involved in conflicts with parents, peers, or school personnel, and/or have engaged in person or property crimes. Mediation provides an opportunity for youth to resolve disputes, arrange reparation to victims and repair relationships. Mediation helps hold youth accountable for their actions while providing an opportunity to learn conflict resolution, communication, self-awareness, and empathy skills.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery	N/A	Program Evaluation	Create and implement a Juvenile Mediation peer review form for routine documentation of mediator evaluation.	Program Manager & Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score	0				
POP					

This Plan is approved by:




Program Manager Signature      Date: 4/15/2020      JCPC Chair Signature      Date: 5/6/20

## Program Enhancement Plan

Program:	4H Mountain Challenge / Interpersonal skill building
Brief Description:	Promotes pro-social skills through experiential learning and lifeskills training

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	20	none			
Quality of Service Delivery	15	yes	Better monitoring by Program Manager. Bring new Program Manager up to speed	Peirce Bingham	Protocol is in place for this to be done successfully
Amount of Service: Duration and Contact Hours	20	none			
Risk Level of Youth	8	none			
Total	63				

This Plan is approved by: \_\_\_\_\_  
 Program Manager Name & Signature

/ /  
Date

  
 JCPC Chair Name & Signature

5/6/20  
Date

## Program Enhancement Plan

<b>Program:</b>	MRT
<b>Brief Description:</b>	MRT is a Cognitive Behavioral Program designed to change the core belief systems of criminal offenders. Its goal is to have offenders adopt a system of beliefs that are in keeping with social norms and non offending individuals, there by giving them an opportunity for a positive and productive future  SPEP score was an advisory score

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	35	none			
Quality of Service Delivery	17	Yes	Oversite efforts need to be increased by Program manager. Steps should be taken to bring new Program Manager up to speed on this responsibility.	Peirce Bingham	Much work has been put into developing an exact protocol, advanced training, Reporting and monitoring and delivery of service.
Amount of Service: Duration and Contact Hours	20	none			
Risk Level of Youth	25	none			
<b>Total</b>	<b>97</b>				

This Plan is approved by: \_\_\_\_\_  
 Program Manager Name & Signature

/ /  
 Date

  
 JCPD Chair Name & Signature

5/16/20  
 Date

## Program Enhancement Plan

<b>Program:</b>	Mountain Challenge Summer Challenge
<b>Brief Description:</b>	Promotes pro-social and lifeskills skills through challenge programming, experiential learning, team building, critical thinking, coping skills, character awareness, positive self esteem, and community partnering. The program gives participants, the opportunity to interact with peers in a productive manner, and with positive adult role models. We use Project Adventure curriculum, experiential learning sites and community partners to create positive outcomes in participating youth.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	15	none			
Quality of Service Delivery	15	Yes	Better implementation of Stepping Stones evidence based model for Challenge Programming. Increased oversight by program manager	Peirce Bingham	Program coordinator recently trained in this curriculum at the Massachussettes campus for Project Adventure
Amount of Service: Duration and Contact Hours	20	none			
Risk Level of Youth	5	none			
<b>Total</b>	<b>55</b>				

This Plan is approved by: \_\_\_\_\_  
 Program Manager Name & Signature

1 / 1  
 Date

  
 JCP Chair Name & Signature

5 / 16 / 20  
 Date

## Program Enhancement Plan (PEP)

<b>Program/Component:</b>	Crossnore Yancey Temporary Shelter/ Mixed Counseling-Behavioral Contracting/Management
<b>Brief Description:</b>	We provide 90 days of temporary shelter in a residential setting. This includes 24 hour care and supervision of juveniles by Cottage Parents and Case Managers, enrollment at our on campus charter school, weekly individual therapy and group counseling, and access to religious and recreational opportunities.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	0				
Quality of Service Delivery	15	Program evaluation, monitoring and Corrective action-Staff Retention-Staff Training	Create a corrective action protocol to be used after each JCPC monitoring - Weekly support meetings for Cottage parents and monthly team building opportunities for all residential staff- Training in Safety Care crisis interventions for all CS&CH staff	Crossnore School and Children's Home staff	
Amount of Service: Duration and Contact Hours	0				
Risk Level of Youth	0				
<b>Total SPEP Score</b>	<b>15</b>				
<b>POP</b>					

This Plan is approved by: \_\_\_\_\_

Program Manager Signature	Date	 JCPC Chair Signature	5/6/20 Date
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SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28558	<p><b>NAME OF COMPONENT:</b> Sentencing Circles</p> <p><b>BRIEF DESCRIPTION:</b> Sentencing Circles addresses incidents of crime/negative behavior by youth via a restorative process that brings together the offender, victim, and the community to determine the most effective response to the behavior that will also promote healing and safety for everyone. Sentencing Circles enhances the justice system by holding youth accountable to the community in which they reside, while also empowering communities to actively participate in the response to crime and social problems.</p>



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: Yancey Date: May 15, 2020

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes
B. Is the membership list attached? Yes
C. Are members appointed for two year terms and are those terms staggered? Yes
D. Is membership reflective of social-economic and racial diversity of the community? Yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?
Ongoing efforts are made to fill the vacant positions

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Yes
B. Bylaws are [ ] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes
D. Does the JCPC have written policies and procedures for funding and review? Yes
E. These policies and procedures [ ] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? Yes
JCPC has: [X] Chair; [X] Vice-Chair; [ ] Secretary; [ ] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes
C. Does the JCPC meet bi-monthly at a minimum? Yes
D. Are minutes taken at all official meetings? Yes
E. Are minutes distributed prior to or during subsequent meetings? Yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? Yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes



**Juvenile Crime Prevention Council Certification (cont'd)**

**Yancey**

**County**

**FY 2020-2021**

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Kristin Buchanan	School Social Worker	<input checked="" type="checkbox"/>	W	F
2) Chief of Police	Brian Buchanan	Chief of Police	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	Gary Banks	Sheriff	<input type="checkbox"/>	W	M
4) District Attorney or designee	Seth Banks	District Attorney	<input type="checkbox"/>	W	M
5) Chief Court Counselor or designee	Lisa Garland	Chief Court Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Lindsey Westall	VAYA CC	<input type="checkbox"/>	W	F
7) Director DSS or designee			<input type="checkbox"/>		
8) County Manager or designee	Lynn Austin	County Manager	<input type="checkbox"/>	W	F
9) Substance Abuse Professional	Jeff Spargo	Program Coordinator		W	M
10) Member of Faith Community					
11) County Commissioner	David Grindstaff	Commissioner		W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)					
13) Juvenile Defense Attorney					
14) Chief District Judge or designee			<input type="checkbox"/>		
15) Member of Business Community	Bill Restall	Business Owner Retired Juvenile Justice		W	M
16) Local Health Director or designee	Saskia Etheridge	Processing Assistant	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	John Miller	Director Reconciliation House		W	M
18) Representative/Parks and Rec.	Loren Deyton	Director		W	M
19) County Commissioner appointee	April Truett	Juvenile Court Counselor		W	F
20) County Commissioner appointee	Anthony Renfro	Chief, YCS SRO		W	M
21) County Commissioner appointee	Samantha McClure	Counselor MHHS		W	F
22) County Commissioner appointee	Bryan Austin	RHA		W	M

## PUBLIC NOTICE

### Request for Proposals for FY 2020-2021

### Yancey County Juvenile Crime Prevention Council

The Yancey County Juvenile Crime Prevention Council (JCPC) announces the availability of \$88,705 in interven-

tion and prevention funds for services to delinquent youth and those at risk of delinquency. JCPC funds require a local cash or in-kind match of 20%. Funds are dependent upon appropriation by the NC Legislature.

Based on the JCPC plan-

ning process conducted to date, the program services needed in Yancey County have been identified as the following: mentoring, interpersonal skills, experiential skills, mediation, restitution and community service, in-home counseling-specifically functional family therapy for undisciplined and diverted youth, substance abuse treatment, temporary shelter care, vocational skills, and teen court/restorative services.

Local public agencies, 501 (c) 3 non-profit corporations and local housing authorities wishing to submit applications for programs to provide any of these services are required to complete an application to the JCPC. Please read and follow all instructions at the following link: <https://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-Information> Programs not currently funded MUST contact Glenna Taylor at 828-682-6186 or at [glenna\\_taylor@ncsu.edu](mailto:glenna_taylor@ncsu.edu). An electronic copy is due to Glenna Taylor ([glenna\\_taylor@ncsu.edu](mailto:glenna_taylor@ncsu.edu)) and [brian.buchanan@townofburnsville.org](mailto:brian.buchanan@townofburnsville.org) by 5:00 p.m. on Friday, February 28, 2020.



## RFP

4 messages

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Glenna Taylor <gtaylor@ncsu.edu>

Tue, Feb 4, 2020 at 12:48 PM

To: Anna Roland <annaroland@projectchallengenc.org>, "Anthony acrenfro@yanceyn" <acrenfro@yanceync.net>, April Solesby <April@projectchallengenc.org>, "april.truett@ncm" <april.truett@ncdps.gov>, "bbranch16@aol.co" <bbranch16@aol.com>, Becky Davis <Rebecca.Davis@yanceycountync.gov>, Bet Levine <blevine@crossnore.org>, Brandi Deyton <brandi.m.deyton@nccourts.org>, "brestall@yahoo.c" <brestall@yahoo.com>, Brian Buchanan <brian.buchanan@townofburnsville.org>, Cora Brackett <cora.brackett@ncdps.gov>, Danny Biddix <dannybiddix@projectchallengenc.org>, Fawn Roark <mediation23@gmail.com>, Gary Banks <gary.banks@yanceycountync.gov>, "glenna\_taylor@nc" <glenna\_taylor@ncsu.edu>, Jason Robinson <jason.robinson@yanceycountync.gov>, Jeff Spargo <jeff@grahamchildrens.org>, Jennifer Cook <jennifer.m.cook@nccourts.org>, John Miller <johnmiller003@gmail.com>, "kamayberry@yance" <kamayberry@yanceync.net>, "lacosta.tipton" <lacosta.tipton@toeriverhealth.org>, "lisa.garland@djj" <lisa.garland@djjdp.nc.gov>, Loren Deyton <loren.deyton@yanceycountync.gov>, Lyndsey Westall <Lyndsey.westall@vayahealth.com>, Lynn Austin <Lynn.Austin@yanceycountync.gov>, Mandy Smith <Aesmith@crossnore.org>, Marc Roberts <marcus.roberts@live.com>, Megan Webster <megan.webster@ncdps.gov>, Peirce Bingham <peircebingham@gmail.com>, Saskia Etheridge <saskia.etheridge@toeriverhealth.org>

Good Afternoon,

Attached is a copy of the RFP for 20-21 that was published in the January 22 paper.

If you know anyone that would be interested in this, please let them know.

Have a great day.

 2020-2021 JCPC Request for Proposals for FY 2019-20 Newspaper copy Jan 22, 2020.doc  
26K





To the Yancey County Commissioners:

The property owner that owns a personal driveway. Having ingress and egress with said drive to currently three (3) homes and the construction of the fourth (4) home that turns off of Prices Creek Rd SR 1121, has met or exceeded the requirements needed to have their driveway named under the Yancey County Road Naming Procedure.

## ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

### 2.20 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

### 2.23 DUTIES OF THE ADDRESSING COORDINATOR

**ADDRESSING COORDINATOR.** The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

### 2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) **CAMPERS/RV's/MOTORHOMES.** Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

### 2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

It is my recommendation that this private drive that comes off of Prices Creek Rd SR 1121 and contains all person's property in the signed petition be named: Honey Hill

Mark Thomas  
Yancey County  
Address Coordinator



# Petition of Property Owners to Change their Street Name

Yancey County Addressing and Mapping Department  
email: [addressing@yanceycountync.gov](mailto:addressing@yanceycountync.gov)  
110 Town Sq Room 7  
Burnsville, NC 28714  
Phone: 828-682-1813

Existing Name of Road: PRICES CREEK RD

Proposed Name of Road: HONEY HILL

Beginning at (cross street): PRICES CREEK RD

Is this street in a subdivision? NO If yes, subdivision name: \_\_\_\_\_

The street name application is being submitted by: REINHOLD BLUXBAUM (Applicant)

**\*Note: If the developer is supplying the road signs they are responsible for the cost of materials and installation of the new 911 street name signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina Department of Transportation guidelines.**

I am in favor of the proposed street name change.

<u>Printed Name</u>	<u>Address</u>	<u>Phone</u>	<u>Signature &amp; Date</u>
<u>REINHOLD BLUXBAUM</u>	<u>3581 Prices Creek Rd</u>	<u>863-382-4222</u>	<u>R. Bluxbaum 4-15-2020</u>
<u>Reinhold Bluxbaum</u>	<u>3581 Prices Creek Rd</u>		<u>R. Bluxbaum 4-15-2020</u>

**\*Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the governing authority.**

**Petition Requirements: A Street Name Petition must be circulated among affected property owners. The petition must contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property adjacent to the street. At least 80% of the affected property owners, must sign the petition in order to initiate the street name change process as deemed by Yancey County Addressing and Road Name Ordinance. Applications must be completed with signatures of the affected property owners in order for the petition process to be presented to the County Commissioners for final approval.**

Return completed application and petition of property owners to:  
Yancey County Addressing and Mapping Department



# YANCEY COUNTY NEW 911 ADDRESS REQUEST FORM

Yancey County Addressing and Mapping Department  
email: [addressing@yanceycountync.gov](mailto:addressing@yanceycountync.gov)  
110 Town Sq Room 7  
Burnsville, NC 28714  
Phone: 828-682-1813

Date: 4-15-2020

Pin Number: 979 900 8031 90000

Owners Name: REINHOLD + RENATE BUXBAUM

Contractor: Brooks Treadaway 828-456-2822

Contact Number: 863 - 382-4222 (R.B.)

Address Request for:  -H  -2WD  -T  -Camper  -Other

Details: Mobile Home

Side of Road: Left:  Right:

Shared Driveway: Yes:  No:

Directions to New Address: On Prices Creek Rd,  
last road on right = New Ground  
We are on a gravel Rd on left



DISCLAIMER: The information contained on this page is NOT to be construed or used as a "legal description". Map information is believed to be accurate but accuracy is not guaranteed.

Attachment D

## APRIL 2020 MONTH END REPORTS FOR BIS AND ALPHA

Fonda Thomas <Fonda.Thomas@yanceycountync.gov>

Fri 5/1/2020 3:04 PM

To: Sonya Morgan <Sonya.Morgan@yanceycountync.gov>; Lynn Austin <Lynn.Austin@yanceycountync.gov>

Cc: Brandi Burleson <Brandi.Burleson@yanceycountync.gov>

📎 3 attachments (38 KB)

ALPHA APRIL 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES.pdf; CDCPercentageReport BIS COLLECTION RATE AS OF 04 30 2020.pdf; APRIL 2020 BIS FINANCE REPORT.pdf;

**Attached are the Alpha/Vehicles and BIS/Property April 2020 Monthly Reports.**

**There is only one Alpha/Vehicles Report(ALPHA APRIL 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES REPORT) due to the fact that there were no vehicle payments taken in the month of April 2020; so there wasn't any End of Month Breakout Report to attach.**

Please let me know if you have any questions.

Thanks,

Fonda Thomas  
Yancey County Tax Collector  
110 Town Square, Room 1  
Burnsville, NC 28714

Phone: (828) 682-2197

Fax: (828) 682-4817

E-Mail: [fonda.thomas@yanceycountync.gov](mailto:fonda.thomas@yanceycountync.gov)

**YANCEY COUNTY TAX ADMINISTRATION**

End of Month Breakout

Outstanding Balances through 04/30/2020

Description	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	Total 2009
Balances											
Balances											
County Vehicle Tax											\$39,987.22
	\$5,587.66	\$14,218.15	\$15,256.87	\$4,924.54							
TOWN OF BURNSVILLE Vehicle Tax											\$1,038.21
		\$499.48	\$502.73	\$36.00							
BURNSVILLE FIRE DISTRICT Vehicle Tax											\$1,106.71
	\$281.59	\$245.85	\$523.35	\$55.92							
CANE RIVER FIRE DISTRICT Vehicle Tax											\$312.00
		\$137.60	\$166.03	\$8.37							
EGYPT FIRE DISTRICT Vehicle Tax											\$116.50
		\$68.96	\$47.14	\$0.40							
RAMSEYTOWN FIRE DISTRICT Vehicle Tax											\$11.17
		\$6.41	\$0.82	\$3.94							
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax											\$261.85
		\$151.60	\$109.07	\$1.18							
JACKS CREEK FIRE DISTRICT Vehicle Tax											\$303.11
	\$205.81	\$24.84	\$40.51	\$31.95							
BRUSH CREEK FIRE DISTRICT Vehicle Tax											\$99.15
		\$41.24	\$57.91								
CRABTREE FIRE DISTRICT Vehicle Tax											\$610.09
	\$72.92	\$307.68	\$193.67	\$35.82							
SOUTH TOE FIRE DISTRICT Vehicle Tax											\$370.41
	\$18.14	\$221.98	\$115.29	\$15.00							

PENSACOLA FIRE DISTRICT Vehicle Tax				\$356.56
	\$136.96	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$273.26
	\$4.86	\$28.70	\$65.53	\$174.17
County Vehicle Interest				\$4,917.05
	\$237.56	\$862.41	\$2,291.42	\$1,525.66
TOWN OF BURNSVILLE Vehicle Interest				\$97.88
	\$23.09	\$63.27	\$11.52	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$130.94
	\$11.99	\$16.29	\$86.64	\$16.02
CANE RIVER FIRE DISTRICT Vehicle Interes				\$30.06
	\$7.98	\$20.44	\$1.64	
EGYPT FIRE DISTRICT Vehicle Interest				\$9.59
	\$3.45	\$6.13	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$1.04
	\$0.20	\$0.02	\$0.82	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$21.72
	\$7.59	\$13.76	\$0.37	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$30.01
	\$8.72	\$2.46	\$8.66	\$10.17
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$9.61
	\$2.30	\$7.31		
CRABTREE FIRE DISTRICT Vehicle Interest				\$59.02
	\$3.11	\$17.18	\$27.89	\$10.84
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$33.88
	\$0.79	\$13.88	\$15.29	\$3.92
PENSACOLA FIRE DISTRICT Vehicle Interest				\$54.16
	\$7.93	\$23.04	\$23.19	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$72.13
	\$0.22	\$3.95	\$13.07	\$54.89
DMV Vehicle Interest				\$597.51
	\$185.10	\$60.73	\$190.65	\$161.03

Totals						\$50,910.84
	\$6,618.47	\$17,118.89	\$19,988.41	\$7,185.07		

---

	Billed to Date	% Collected
County Vehicle Tax 2019	\$10,865.09	48.57%

05/01/2020

# Yancey County Tax Office

County/District Collection Percentage Report  
As of: 04-30-2020

Run Date: 05-01-2020

2019  
County

<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
12,749,157.34	12,328,225.90	96.70

## Districts

<b>Name</b>	<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
001 - BURNSVILLE FIRE DISTRICT	199,269.17	193,898.35	97.31
002 - CANE RIVER FIRE DISTRICT	78,517.56	76,551.85	97.50
003 - EGYPT FIRE DISTRICT	77,433.49	75,764.70	97.85
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	23,377.11	96.21
005 - GREEN MOUNTAIN FIRE DISTRICT	29,522.52	27,893.12	94.49
006 - JACKS CREEK FIRE DISTRICT	65,147.22	62,857.36	96.49
007 - BRUSH CREEK FIRE DISTRICT	40,177.76	38,545.34	95.94
008 - CRABTREE FIRE DISTRICT	172,221.80	165,763.04	96.25
009 - SOUTH TOE FIRE DISTRICT	193,081.60	186,117.84	96.40
010 - PENSACOLA FIRE DISTRICT	95,859.93	91,958.73	95.94
011 - PRICES CREEK FIRE DISTRICT	153,656.94	151,199.61	98.41

## District Totals

<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
1,129,188.16	1,093,927.05	96.88

# Posting Report

04-01-2020 to 04-30-2020

05-01-2020

2:48 PM

## I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2014	\$39.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.76
2015	\$1,576.45	\$0.00	\$126.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,702.57
2016	\$1,107.98	\$0.00	\$109.92	\$0.00	\$0.00	\$0.00	\$34.74	\$0.00	\$0.00	\$1,252.64
2017	\$1,307.08	\$0.00	\$12.60	\$0.00	\$0.00	\$19.20	\$17.04	\$7.35	\$0.00	\$1,363.27
2018	\$3,922.90	\$43.95	\$15.68	\$17.75	\$14.25	\$0.00	\$19.88	\$141.48	\$0.00	\$4,175.89
2019	\$97,027.34	\$1,113.29	\$949.42	\$606.78	\$1,147.17	\$330.18	\$1,994.32	\$1,027.57	\$672.42	\$104,868.49
<b>TOTAL</b>	<b>\$104,981.51</b>	<b>\$1,157.24</b>	<b>\$1,213.74</b>	<b>\$624.53</b>	<b>\$1,161.42</b>	<b>\$349.38</b>	<b>\$2,065.98</b>	<b>\$1,176.40</b>	<b>\$672.42</b>	<b>\$113,402.62</b>

## II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$0.00	\$0.00	\$0.00
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**III. Net Tax Collections**

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
<b>TOTAL</b>	\$104,981.51	\$1,157.24	\$1,213.74	\$624.53	\$1,161.42	\$349.38	\$2,065.98	\$1,176.40	\$672.42	\$113,402.62

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# Transaction Type Report

04-01-2020 to 04-30-2020

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2014	\$39.76	\$0.00	\$0.00	\$0.00	\$0.00	\$39.76	\$1.50	\$0.00	\$0.00	\$41.26
2015	\$1,576.45	\$126.12	\$0.00	\$0.00	\$0.00	\$1,702.57	\$685.32	\$0.00	\$0.00	\$2,387.89
2016	\$1,107.98	\$144.66	\$0.00	\$0.00	\$0.00	\$1,252.64	\$611.67	\$0.00	\$0.00	\$1,864.31
2017	\$1,307.08	\$56.19	\$0.00	\$0.00	\$0.00	\$1,363.27	\$265.46	\$20.00	\$0.00	\$1,648.73
2018	\$3,922.90	\$252.99	\$12.15	\$0.00	\$0.00	\$4,188.04	\$434.94	\$44.00	\$0.00	\$4,666.98
2019	\$95,846.54	\$7,754.79	\$82.94	\$0.00	\$0.00	\$103,684.27	\$4,140.49	\$834.02	\$0.00	\$108,658.78
<b>TOTAL</b>	\$103,800.71	\$8,334.75	\$95.09	\$0.00	\$0.00	\$112,230.55	\$6,139.38	\$898.02	\$0.00	\$119,267.95

# Adjustment / Release Report

04-01-2020 to 04-30-2020

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.74	\$-3,994.02	\$0.00	\$0.00	\$-3,951.28	\$-3,951.28
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.74	\$-3,994.02	\$0.00	\$0.00	\$-3,951.28	\$-3,951.28

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# Collections Receipts Report

04-01-2020 to 04-30-2020

Total general tax	\$104,981.51
Total fire tax	\$8,421.11
Total penalty	\$95.09
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$113,497.71
Total interest	\$6,193.22
Total cost of advertising	\$906.02
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$6,787.14
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$13,886.38
<hr/>	
Grand total receipts	\$127,384.09

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# District Payment Report

04-01-2020 to 04-30-2020

Year	District Code	District Name	Amount
2015	002	CANE RIVER FIRE DISTRICT	\$126.12
2016	002	CANE RIVER FIRE DISTRICT	\$109.92
2016	008	CRABTREE FIRE DISTRICT	\$34.74
2017	007	BRUSH CREEK FIRE DISTRICT	\$19.20
2017	008	CRABTREE FIRE DISTRICT	\$17.04
2017	009	SOUTH TOE FIRE DISTRICT	\$7.35
2017	011	PRICES CREEK FIRE DISTRICT	\$12.60
2018	001	BURNSVILLE FIRE DISTRICT	\$43.95
2018	002	CANE RIVER FIRE DISTRICT	\$15.68
2018	003	EGYPT FIRE DISTRICT	\$17.75
2018	006	JACKS CREEK FIRE DISTRICT	\$14.25
2018	008	CRABTREE FIRE DISTRICT	\$19.88
2018	009	SOUTH TOE FIRE DISTRICT	\$141.48
2019	001	BURNSVILLE FIRE DISTRICT	\$1,113.29
2019	002	CANE RIVER FIRE DISTRICT	\$386.90
2019	003	EGYPT FIRE DISTRICT	\$467.08
2019	004	RAMSEYTOWN FIRE DISTRICT	\$101.50
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$510.08
2019	006	JACKS CREEK FIRE DISTRICT	\$637.09
2019	007	BRUSH CREEK FIRE DISTRICT	\$330.18
2019	008	CRABTREE FIRE DISTRICT	\$1,994.32
2019	009	SOUTH TOE FIRE DISTRICT	\$1,027.57
2019	010	PENSACOLA FIRE DISTRICT	\$672.42
2019	011	PRICES CREEK FIRE DISTRICT	\$514.36
<b>TOTAL</b>			<b>\$8,334.75</b>

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# Detailed District Payment Report

04-01-2020 to 04-30-2020

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

# Outstanding Balances Report

As of 04-30-2020

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2009	\$13,437.87	\$6,564.37	\$499.26	\$6,314.24	\$60.00	\$0.00	\$0.00	\$0.00
2010	\$14,483.70	\$7,266.70	\$664.44	\$6,472.56	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$22,082.11	\$11,341.18	\$1,145.09	\$9,481.99	\$96.00	\$17.85	\$0.00	\$0.00
2012	\$25,539.60	\$13,238.91	\$1,508.00	\$10,393.44	\$120.00	\$279.25	\$0.00	\$0.00
2013	\$21,541.14	\$12,333.57	\$1,153.51	\$7,850.06	\$204.00	\$0.00	\$0.00	\$0.00
2014	\$28,746.51	\$16,106.17	\$1,496.12	\$8,753.41	\$160.00	\$401.96	\$0.00	\$0.00
2015	\$30,031.93	\$18,948.06	\$1,855.52	\$8,079.31	\$212.00	\$236.88	\$0.00	\$0.00
2016	\$57,661.91	\$38,539.35	\$2,861.67	\$12,635.55	\$272.00	\$346.85	\$4.00	\$0.00
2017	\$76,625.05	\$57,782.62	\$4,865.00	\$12,802.49	\$480.00	\$694.94	\$0.00	\$0.00
2018	\$123,589.32	\$100,707.15	\$8,171.40	\$12,814.93	\$899.97	\$995.87	\$0.00	\$0.00
2019	\$479,486.39	\$421,738.93	\$35,299.59	\$17,697.45	\$3,152.00	\$1,598.42	\$0.00	\$0.00
<b>Total</b>	<b>\$893,225.53</b>	<b>\$704,567.01</b>	<b>\$59,519.60</b>	<b>\$113,295.43</b>	<b>\$5,735.97</b>	<b>\$4,572.02</b>	<b>\$4.00</b>	<b>\$0.00</b>

**RESOLUTION AUTHORIZING APPROPRIATION FOR ECONOMIC DEVELOPMENT TO  
YANCEY COUNTY ECONOMIC DEVELOPMENT COMMISSION (EDC)**

**WHEREAS**, on 20 April, 2020 the Yancey County EDC Board approved the creation of the "Yancey County Covid-19 Response Fund" the purpose of which is to provide a donation portal to support relief efforts for individuals and businesses in Yancey County;

**WHEREAS**, Yancey County is partnering with the Town of Burnsville, EDC and Chamber of Commerce to create a centralized fund in Yancey County;

**WHEREAS**, this Board proposed to provide certain economic development appropriations in the amount of \$50,000 to the Yancey County EDC;

**WHEREAS**, the Yancey County EDC works to further economic development efforts in Yancey County and the Town of Burnsville;

**WHEREAS**, the purpose is to fund loans to provide low-cost "bridge funding" to help businesses stay open and to provide general assistance to limit job losses until businesses and individuals can qualify for longer term disaster funding from SBA and others;

**WHEREAS**, this investment will further the economic interests of the County and the Town in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output and small business prospects in Yancey County;

**WHEREAS**, pursuant to the provisions of North Carolina General Statutes 158-7.1 and NCGS Chapter 166A, the North Carolina Emergency Management Act, this Board of Commissioners deems it desirable and in the best interests of the County and its businesses and residents to make this economic development appropriation to Yancey County EDC; and

**WHEREAS**, this Board of Commissioners has organized and approved the holding of a public hearing on 11 May, 2020 at 6:00 p.m. to discuss making appropriations to the Yancey Advancement Foundation, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Yancey County, North Carolina, as follows:

1. Pursuant to the provisions of NCGS 158-7.1 and NCGS 166A, the North Carolina Emergency Management Act, this Board approves appropriating and spending from the County's general fund amounts to make appropriations of fifty thousand dollars (\$50,000.00) to the Yancey County Economic Development Commission.
2. This Board approves entering into an Agreement by and between Yancey County and Yancey County EDC for its administration of these funds.

3. That this Board finds and determines that these efforts to provide low-cost "bridge funding" and to provide general assistance to limit job losses until businesses and individuals can qualify for longer term disaster funding from SBA or others will further the economic interests of the County and Town in numerous ways by creating a mechanism to increase and maintain the population, taxable property, employment, industrial output, and small business prospects in Yancey County.
4. The Chairman and County Manager, or either of them, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this resolution.
5. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
6. Any prior resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.
7. This Resolution is effective upon its adoption.

This the 11<sup>th</sup> day of May, 2020.

ATTEST

BOARD OF COMMISSIONERS FOR THE  
COUNTY OF YANCEY

*Sonya Morgan*  
Clerk to the Board

By: *Jeff Whitson*  
Jeff Whitson, Chairman

APPROVED AS TO FORM

*Dmy J. Fawcett*  
County Attorney



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**From:** Rick Tipton <Rick.Tipton@yanceycountync.gov>  
**Sent:** Wednesday, April 29, 2020 12:04 PM  
**To:** Sonya Morgan <Sonya.Morgan@yanceycountync.gov>  
**Subject:** Board Appointee

Sonya,

Suzanne Gavenus's first term as a DSS board member will expire in June. I have spoken to her and she is interested in serving a second term as one of the commissioner appointees. Suzanne has been a valuable and dependable board member and is currently our vice-chair. The board members and I are excited that she is willing to continue serving. Would you please include the process of nominating her, to a second term, on the next commissioner's meeting agenda?

Rick Tipton  
Director  
Yancey County Department of Social Services

*"IT IS AMAZING WHAT CAN BE ACCOMPLISHED WHEN NO ONE CARES WHO GETS THE CREDIT"*



## Contract Agreement

This Agreement made this 29th day of April, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and YANCEY COUNTY with its principle place of business located at 110 Town Square, Room 111, Burnsville, in the State of North Carolina, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20-NC-07-04-C-6000-000166 dated this 29th day of April, 2020. The Show will be given on the 4th day of July, 2020. Rain date/postponement date: ~~11th~~ day of July, 2020
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** YANCEY COUNTY shall pay PYRO SHOWS \$6,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$6,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$3,000.00) upon return of signed contract by May 29, 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.  
 All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.  
**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: Michael E. Walden DATE: June 10, 2020  
 Michael E. Walden, Vice President

CUSTOMER  
 BY: [Signature] Lynn Austin County Manager DATE: 5-12-20  
 Signature Printed Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
YANCEY COUNTY GOVERNMENT**

CONTRACTOR: Pym Shows  
COUNTY DEPARTMENT: County Managers Office  
SUBJECT OF CONTRACT: Fireworks Show 2020  
DATE/TERM OF CONTRACT: July 4, 2020 - July 11, 2020

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Yancey County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Yancey County's obligation under this contract, then this contract shall automatically expire without penalty to Yancey County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Yancey County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Yancey County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Yancey County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Yancey County upon written notice to Contractor of such limitation or change in Yancey County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Yancey County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Yancey County or any agency of Yancey County in any action for breach of a contractual obligation under this contract. The taxing power of the Yancey County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Yancey County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Yancey County and third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: Michael E. Walden

Title: Vice President, Pyro Shows

For YANCEY COUNTY: Lynne Austin

Title: County Manager

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Brandi Burleson  
Yancey County Finance Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

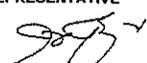
<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Everest Indemnity Insurance Co.		10851
	<b>INSURER B:</b> Everest Denali Insurance Company		
	<b>INSURER c:</b> Arch Speciality Ins Co		21199
	<b>INSURER d:</b> Axis Surplus Ins Company		26620
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 1742997387                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML01929-191	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00004-191	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			LXP1034375-00	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A				WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			P-001-000210600-01	11/1/2019	11/1/2020	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Combined Excess \$9,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Fireworks Display: July 4, 2020  
Additional Insured: Yancey County, NC

<b>CERTIFICATE HOLDER</b>  Yancey County 110 Town Square Room 11 Burnsville NC 28714	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

STATE OF NC

COUNTY OF YANCEY

11<sup>th</sup> MAY, 2020

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**CONTRACT FOR MEDICAL DIRECTOR SERVICES**

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**THIS CONTRACT** is made and entered into by and between **YANCEY COUNTY**, a political subdivision of the State of North Carolina (hereinafter "County") and **STACE HORINE** (hereinafter "Medical Director"); thus

**WITNESSETH:**

**THAT WHEREAS** the County desires to enter into a contract with a qualified individual to serve as Medical Director for the Yancey County Emergency Medical Services Program; and

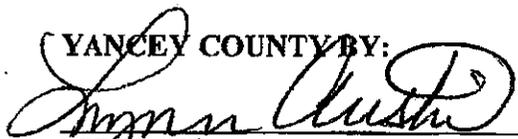
**WHEREAS** Medical Director has represented to County that he is an experienced and qualified person to provide the services contained herein as required under all terms and provisions of local, state and federal law.

**NOW THEREFORE** is consideration of the mutual promises given herein, the receipt of which is acknowledged by the parties hereto, and for other good and valuable consideration, the parties hereto agree as follows:

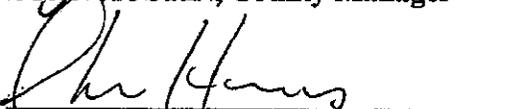
1. Scope of work. The Medical Director shall provide all services to the County as required by all local, state and federal laws for the performance of Medical Director to the Yancey County Emergency Medical Services Program, including, but not limited to, all those duties and responsibilities specifically set forth on the attached Exhibit "A", the terms and provisions of which are incorporated herein by reference as if set forth in full herein.
2. Term. This Contract shall commence on 1 July, 2020 and shall have an initial term of one (1) year and shall automatically renew for successive one (1) year annual terms unless and until the Contract is terminated by either party hereto providing written notice of termination to the other party at least ninety (90) days prior to a written termination date.
3. Independent Contractor. The parties intend that the relationship created hereunder for the services provided shall be that of an independent contractor relationship. Nothing in this Contract, nor any performance hereunder, is intended or shall be construed to create an employer/employee relationship.
4. Compensation. County shall compensate Medical Director on a monthly basis at a rate of \$150.00 per hour for an amount of time per month of not less than ten (10) hours or more than fifteen (15) hours. Medical Director shall provide a written invoice to County itemizing the Medical Director's hours and submit the invoice by the 5<sup>th</sup> day of the month following the month invoiced and the County shall pay the invoice within ten (10) days of receipt.

5. Miscellaneous. The terms and provisions of the Contract Addendum attached hereto as Exhibit "B" shall be incorporated herein in full.

YANCEY COUNTY BY:



LYNN AUSTIN, County Manager



STACE HORINE

## Exhibit "A"

### Yancey EMS Medical Director

1. EMS Medical director must comply with all applicable state rules regarding the requirements to function as an EMS Medical Director in North Carolina as established by NCOEMS.
2. Medical Oversight:
  - A. Provide medical direction for emergency medical services program of Yancey county, including First Responder, Basic Life Support, Advanced Life Support, mass gatherings and community paramedicine
  - B. Provide medical oversight for any Special Operation Teams
  - C. Provide medical oversight, guidance, and leadership for medical issues and responses for fire and law enforcement partners in Yancey County.
  - D. Provide medical oversight, guidance, and leadership for the Emergency Medical Dispatch program including development of call prioritization, pre-arrival instructions, and first responder activation guidelines in collaboration with leadership team at the Yancey Emergency Communication Center.
  - E. Provide prompt responses to the system's clinical treatment needs (medication shortages, protocol updates, special operations, community paramedicine)
3. Training and Education:
  - A. Provide input in formulation, instruction, and evaluation of field training of new hires
  - B. Oversight of training and education efforts in Yancey County EMS, all affiliated EMS system agencies and institutions.
  - C. Provide input with development of testing materials used in the evaluation of EMS providers.
4. Personnel:
  - A. Foster a 'Just Culture' model leadership; creating an environment of accountability and professionalism between medical director and all agencies and staff.
  - B. Provide input to EMS Director on training, hiring, and credentialing standards for EMS personnel based on national standards and North Carolina rules.
  - C. Provide input in the clinical standards for promotion of EMS personnel to a higher level of patient care and supervisory responsibilities.
  - D. Advise EMS Director regarding employee disciplinary processes in applicable cases dealing with clinical standards, failure to meet training standards, or failure to maintain appropriate medical credentials.
  - E. May suspend temporarily, pending review, any EMS personnel from further participation in the EMS System when an individual's actions are detrimental to the care of the patient, the individual committed unprofessional conduct, or the individual failed to comply with credentialing requirements. During review process, the Medical Director may:

Restrict the EMS personnel's scope of practice pending completion of remediation on the identified deficiencies; continue the suspension pending completion of remediation on the identified deficiencies; or permanently revoke the EMS personnel's participation in the EMS System

- F. Official authority to limit or revoke the medical activities of patient care providers or agencies for cause secondary to deviation from clinical standards of practice or failure to meet training standards, to include requirements for remedial clinical education and/or training. Such information will be provided to the Yancey County EMS Director and/or designated agency personnel, and affiliated agency leadership as applicable for management through their established human resources process.
- G. Consult on the development and maintenance of infection control and respiratory protection plans for Yancey County EMS personnel.

5. Protocols, Policies, and Procedures:

- A. Utilize up-to-date, evidence-based medicine to develop, review, and update clinical treatment protocols, policies and procedures annually.
- B. Participate in the NCOEMS/NCCEP process to develop, update, and modify clinical treatment protocols, patient destination protocols, and HAZMAT procedures, and mass gathering, and disaster planning and management.
- C. Conduct annual review of medical treatment protocols, patient destination protocols, and protocols for mutual aid, HAZMAT procedures, and disaster planning and management.
- D. Provide input to the EMS Director or designee regarding purchase and implementation of patient care devices and equipment to include approval of patient care equipment.

6. Field Activities:

- A. Provide medical treatment supervision of personnel by responding to at least 5% of calls annually and observing the approach, demeanor, relationships, and medical treatment provided to the patient and others by all responding personnel including, First Responders, Fire, Law Enforcement, Rescue, and EMS.
- B. Operation of Yancey County vehicles following completion of a department approved driver training program and maintaining compliance with all Yancey County and Yancey EMS vehicle policies.

7. Quality Management:

- A. Facilitate a quality management program that addresses compliance with protocols, standards of care, technical proficiency, appropriate patient management, effectiveness of treatment and protocols, evaluation of positive patient outcomes, and other components of the Yancey County EMS system

that occur from access through 911 to delivery through the Emergency Departments of HCA Mission Health System or other appropriate locations in accordance with applicable law or policy. Provide ongoing recommendations to the EMS Director of the system needs and changes necessary to implement and operate the quality management program

- B. Advise EMS director and EMS System affiliated agencies leadership on quality benchmarks.
- C. Participate in the creation and implementation of a Community Paramedic Program by reviewing policies and protocols, create and monitor quality metrics, and provide input on case management plans.
- D. Review and analyze Yancey EMS system quality data.

8. Community Representation and Advocacy:

- A. Represent and advocate for Yancey County EMS as the EMS Medical Director with the medical community including; but not limited to, local and out-of-county hospitals, physicians, emergency departments, prehospital and critical care transport providers, and nurses as well as local, regional, state, and national professional organizations.
- B. Participate in coordination of activities such as mutual aid, disaster planning and management, and hazardous material response.
- C. Participate in public education and community engagement activities regarding all aspects of the EMS system of care.
- D. Chairs the Peer Review Committee meetings.
- E. Represents Yancey County EMS at select meetings involving matters related to EMS medical issues and related public policy development.

9. Administrative

- A. Provide monthly administrative time at the Yancey EMS offices for consultation and review of medical issues with the EMS Director or designee.
- B. Participate in regular staff meetings
- C. Attend applicable Yancey Health System meetings to maintain effective interprofessional relationships with other disciplines and specialties.
- D. Complete required annual training for HIPPA provided by Yancey County.

10. Recognition and Research:

- A. Promote and highlight unique achievements of Yancey EMS
- B. Promote and participate in prevention health education for public
- C. Encourage Yancey EMS system personnel professional development

11. Performance Metrics:

- A. Work with EMS leadership to create and track performance metrics that reflect the Medical Director's duty and responsibilities under this agreement. Once established, the metrics should be reported quarterly to the EMS Director and EMS Medical Director.
- B. Medical Director will have access to all reporting systems and analytic tools to provide appropriate oversight

12. Schedules/Timelines:

- A. Medical Direction will be provided on a consistent basis in accordance with the scope of services herein.

13. Transmittal/Delivery/Accessibility:

- A. Access to buildings will be issued in accordance with Yancey County Policy.
- B. Access to relevant databases will be provided via electronic method following completion of required HIPPA and security training.

Exhibit "B"

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
YANCEY COUNTY GOVERNMENT**

CONTRACTOR: STACE HORINE

COUNTY DEPARTMENT: YANCEY COUNTY

SUBJECT OF CONTRACT: MEDICAL DIRECTOR

DATE/TERM OF CONTRACT: 20th MAY, 2020

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Yancey County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Yancey County's obligation under this contract, then this contract shall automatically expire without penalty to Yancey County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Yancey County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Yancey County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Yancey County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Yancey County upon written notice to Contractor of such limitation or change in Yancey County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Yancey County.

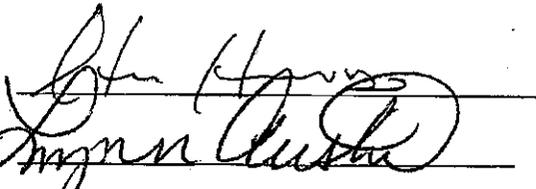
**No pledge of taxing authority.** No deficiency judgment may be rendered against Yancey County or any agency of Yancey County in any action for breach of a contractual obligation under this contract. The taxing power of the Yancey County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Yancey County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Yancey County and third parties regarding the subject matter of this Contract or Agreement.

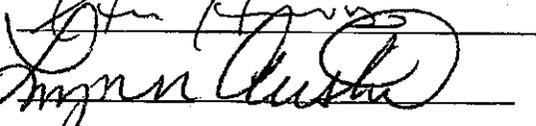
**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR:



Title: Asst Dir Eng

For YANCEY COUNTY



Title: County Manager

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:   
Yancey County Finance Officer

**BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 12<sup>th</sup> day of May 2020 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and YANCEY COUNTY EMS, (hereinafter "Client").

**WITNESSETH:**

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. ENGAGEMENT.**

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. EMS|MC shall also provide to Client software in accordance with Exhibit A (the "Software").

c. Collectively, the RCM Services, the Software and any other services that EMS|MC provides to Client shall be referred to as the "Services".

## 2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

**3. RESPONSIBILITIES OF CLIENT.** The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
  - vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
  - vii. Implementing reasonable and customary charges for complete, compliant billing.
- c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.
- e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.
- f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.
- g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.
- h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.
- i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.
- j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### **4. EMS|MC WEB PORTALS.**

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

#### **5. COMPENSATION OF EMS|MC.**

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.17%% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Collection Agency's Fee will be taken out of money collected from collections that went to the Collection Agency. EMS|MC from time to time may invoice Client if the Collection Agency Fee exceeds money collected by the Collection Agency.

c. Client shall also pay any fees associated with the Software as set forth in Exhibit A (the "Software Fee"). Together, the RCM Fee and the Software Fee as referred to as the "Compensation".

d. EMS|MC shall submit an invoice to Client by the tenth (10<sup>th</sup>) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20<sup>th</sup> day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

e. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5<sup>th</sup> day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

f. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit B, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

g. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

## **6. TERM OF AGREEMENT.**

a. This Agreement shall be effective commencing on July 1, 2020 and shall thereafter continue through June 30, 2021, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

## **7. RESPONSIBILITIES UPON TERMINATION.**

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject to the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

## **8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers

or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

**9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.**

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof,

and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

#### **10.PRIVACY.**

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use

and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

#### **11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION**

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to

the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or

court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

## 12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Yancey County EMS  
110 Town Square  
Burnsville, NC 28714

EMS|MC:

EMS Management & Consultants, Inc.  
Chief Executive Officer  
2540 Empire Drive  
Suite 100

Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

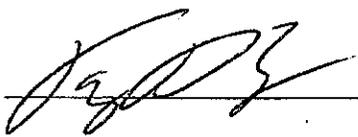
Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

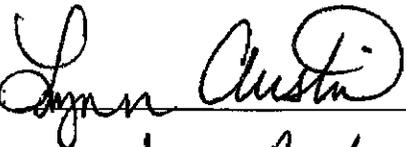
EMS/IMC:

CLIENT:

EMS Management & Consultants, Inc.

Yancey County EMS

By: 

By: 

Print Name: JAY GYURE

Print Name: Lynn Austin

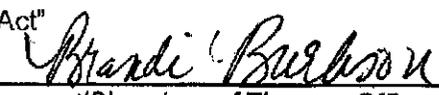
Title: CFO

Title: County Manager

Date: 5/13/2020

Date: 5-12-20

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control

Act"  
  
(Signature of Finance Officer)

Brandi Burleson  
(Print Name)

**Exhibit A  
Software**

1. **Software.** Client will use the following ePCR software: ESO Solutions, ("Vendor").

2. **Software Fees.** Client shall pay **no additional fees** for the Software. EMS|MC will pay the Software vendor for the full cost of the Software pursuant to the agreement between EMS|MC and the Software Vendor. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement. Client is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.

3. If required by the Vendor, Client will enter into an agreement with the Vendor for use of the Software and comply with all terms and conditions of such agreement.

4. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.

5. **No EMS|MC Warranty.** EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.

6. Description of what is included in the subscription.

ESO EHR Suite – 3,000 Incidents

EHR Cardiac Monitor Integration – 3,000 Incidents

EHR Billing Interface – 3,000 Incidents

EHR CAD Integration – 3,000 Incidents

EHR Setup & Online Training – 2 Sessions

Exhibit B

**Exhibit B**  
**Patient Demographics Provided by Client**

1. Projected annual billable trip volume: 2,200

2. Payor mix:

Medicare = 62.80%

Medicaid = 9.90%

Insurance = 10.30%

Self-Pay = 15.00%

3. Run mix:

ALS2 = 5.80%

ALS Emergency = 71.10%

ALS Non-Emergency = 0.60%

BLS Emergency = 16.00%

BLS Non-Emergency = 6.30%

SCT = 0.20%

4. Loaded mileage: 23.40

**Attachment 1**  
**Business Associate Addendum**

This Business Associate Addendum (the "Addendum") is made effective the \_\_\_th day of May 2020, by and between Yancey County EMS, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered

Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

**Business Associate:**

**EMS Management & Consultants, Inc.**

By: 

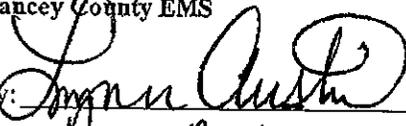
Print: CFO JAY BYRNES

Title: CFO

Date: 5/10/20

**Covered Entity:**

**Yancey County EMS**

By: 

Print: Lynn Austin

Title: County Manager

Date: 5-12-20

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
YANCEY COUNTY GOVERNMENT**

CONTRACTOR: EMS/MC - EMS Management & Consultants, Inc.

COUNTY DEPARTMENT: EMS

SUBJECT OF CONTRACT: Billing / Software / Collections

DATE/TERM OF CONTRACT: July 1, 2020 - June 30, 2021

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Yancey County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Yancey County's obligation under this contract, then this contract shall automatically expire without penalty to Yancey County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Yancey County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Yancey County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Yancey County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Yancey County upon written notice to Contractor of such limitation or change in Yancey County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Yancey County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Yancey County or any agency of Yancey County in any action for breach of a contractual obligation under this contract. The taxing power of the Yancey County is not pledged directly or indirectly to secure any monies due under this contract.

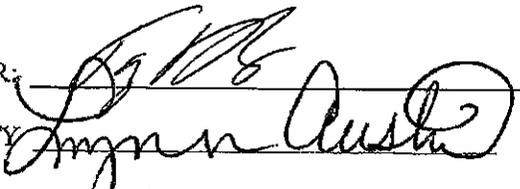
**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Yancey County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Yancey County and third parties regarding the subject matter of this Contract or Agreement.

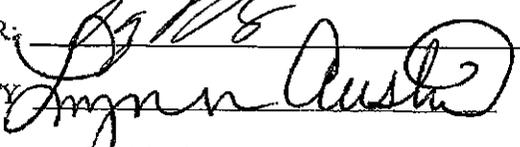
**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR:



Title: CFO

For YANCEY COUNTY



Title: County Manager

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Brandi Peterson  
Yancey County Finance Officer