

Minutes of the June 8, 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 June 8, 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, County Attorney Donny Laws, Clerk to the Board Sonya Morgan. Members of the media and the general public attended the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

Chairman Whitson delivered the invocation. Commissioner Grindstaff 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 amend the agenda to include a matter of personnel added to the County Manager's report to be discussed in closed session and approve the agenda. Commissioner Grindstaff seconded the motion. By unanimous vote the amended agenda was approved. (Attachment A)

Consent Agenda

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

- Approval of May 11, 2020 Regular Meeting Minutes
- Approval of May 11, 2020 Closed Session Minutes
- Approval of Tax Refund Request (Attachment B)
- Approval of Business Personal Property Late Listing Penalty Waiver (Attachment C)
- Approval of Budget Amendment #'s 7 & 8 (Attachment D)
- Approval of Lottery Appropriation for East Yancey Middle School Partial Roof Replacement (Attachment E)
- Approval of Gould-Killian Contract to Audit Accounts (Attachment F)
- Approval of DSS Contracts for Legal Services (Attachment G)
- May 2020 Tax Collection Reports – Informational (Attachment H)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Grindstaff made a motion to approve the consent agenda, which was seconded by Commissioner Ledford. By unanimous vote the consent agenda was approved.

Yancey County Fiscal Year 2020-21 Budget & Public Hearing

Chairman Whitson recognized County Manager Austin and asked her to present the Budget Message. (Attachment I) County Manager Austin indicated the county received budget requests in excess of \$25 million dollars, which was approximately \$2.5 million over the projected budget. She then provided a detailed summary of the budget message, including that the health and wellbeing of the citizens of Yancey County were top priority. Chairman Whitson opened floor for the purpose of holding a public hearing to receive comments regarding the fiscal year 2020-21 budget. Hearing none, Commissioner Riddle made a motion to close the public hearing, which was seconded by Commissioner Austin. By unanimous vote the public hearing was closed. Chairman Whitson presented the budget for consideration and adoption. Commissioner Grindstaff made a motion to adopt the Budget and Budget Ordinance for FY 2020-21, which was seconded by Commissioner Riddle. (Attachment J) By unanimous vote the motion was approved.

Blue Ridge Regional Hospital Update

Tonia Hale, CEO/CNO of Blue Ridge Regional Hospital addressed the Board for the purpose of giving an update at the hospital. Ms. Hale provided details as to how the hospital was managing for COVID-19 and said that she felt hospital staff was proactive early on. (Attachment K) In response to a question from Commissioner Riddle on what COVID-19 has done to the hospital financially, Ms. Hale responded that it has had a negative impact on Blue Ridge Hospital and all hospitals. She indicated Blue Ridge hospital employees have had a reduction in pay. Commissioner Grindstaff asked if with resumption of services the hospital would open birthing rooms. Ms. Hale said labor and deliver services are provided through McDowell or Asheville hospitals. She indicated labor and deliver services in Spruce Pine ended in 2017 under Mission Hospitals, not under HCA. County Manager Austin expressed her appreciation for Blue Ridge Hospital and what they do.

Cooperative Extension

Chairman Whitson recognized Jerry Moody and David Davis from the Cooperative Extension. County Manager Austin expressed her appreciation to Mr. Moody for stepping in as interim director and filling in Tres Magner's vacancy. Jerry Moody introduced David Davis, a native of Yancey County, as the new director of Yancey County Cooperative Extension. Mr. Davis said that he was looking forward to the opportunity and was glad to be back home. Mr. Davis said he hoped the Cooperative Extension Agency would be fully staffed in the near future. He also said that he would be willing to help in any way, knew how important agriculture was to the county, was looking forward to giving back to the farmers.

County Manager's Report

County Manager Austin began her report by discussing the 4H position previously held by Linda Semon at the Cooperative Extension. She reported Jordan English would be filling the position. She said Ms. English has a master's degree, is energetic and hands-on, and will be good for the kids in the program. County Manager Austin then presented the memorandum of agreement (MOA) between Yancey County and NC A&T, which provides for 50% salary for the position by both parties. (Attachment L) Commissioner Ledford made a motion to approve the MOA with Commissioner Riddle seconding the motion. By unanimous vote the motion was approved.

Next, County Manager Austin presented proposed building inspection rates. She said Jon England, the current building inspector, prepared the proposed rates after looking at fees in surrounding counties. (Attachment M) The fee schedule presented showed rates in Mitchell and Madison Counties for comparison. Discussion ensued regarding cell towers inspections at installation and on-going fees. County Attorney Donny Laws said that he and County Manager Austin would review the county cell tower ordinance and present the information at the July meeting. Commissioner Ledford made a motion to table the new building inspection fee schedule until the July meeting with Commissioner Riddle seconding the motion. By unanimous vote the motion was approved.

County Manager Austin presented the Mayland Community College Training Agreement for EMS clinical training services for the new county EMS Department to the Board for consideration and approval. (Attachment N) Commissioner Grindstaff made a motion to approve the agreement and authorize Clay Carroll, EMS Director to sign. Commissioner Ledford seconded the motion. By unanimous vote the motion was approved.

County Manager Austin presented the billing rates to be administered by the third party billing agent EMS MC for county EMS services to begin July 1. (Attachment O) She asked the Board to consider charging at the current rates. She also reported that the billing rates provided for charges for treatment when there is no transport. County Manager Austin indicated that Mr. Carroll, EMS Director would like to recoup the cost of medicine when treatment without transport takes place. A discussion ensued regarding billing for treatment without transport and the possibility of billing cost of medicines for those occurrences. Commissioner Riddle made a motion to approved the billing rates as presented and evaluate the fees going forward. Commissioner Grindstaff seconded the motion. By unanimous vote the motion was approved. Commissioner Ledford requested that expenses be tracked for review upon request by the Board to wit County Manager Austin replied she would do so.

County Manger Austin reported that the stream restoration project at Ray Cort Park was moving forward. She indicated that in order for the county to draw down funds the Capital Project Budget Ordinance must be approved. Commissioner Grindstaff made a motion to approve the Ordinance presented by the County Manager. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved. (Attachment P)

County Manager Austin gave an update on on-going projects. She reported the landfill transfer station floor was completed but not draining properly. She said the engineer is checking the slope and the contractor will fix the issue. She reported the county may have to continue to send waste to the Avery County for another week and that Avery has been good to work with Yancey and Mitchell Counties. County Manager Austin reported the reconstruction project for the berm at Cane River Park is moving forward and she hoped the project would be bid out in late June or early July. She reported that the installation of lights is moving forward and should be completed by the end of June. County Manager Austin said the East Yancey Water & Sewer project approval had been delayed by ARC due to COVID-19 and it will probably be fall when the work begins. County Manager Austin indicated the last item in her report was a matter of personnel to be discussed in closed session pursuant to NCGS §143-318.11(a)(6)

County Commissioners Report

Commissioner Riddle expressed his appreciation for Jerry Moody stepping in to serve as interim director at the Cooperative Extension and David Davis for filling the role as the new director. County Manager Austin said that Mr. Moody was finishing a few projects he had begun in Yancey County and had been instrumental in getting a grant for a pesticide disposal container.

Public Comment

There were no public comments.

County Attorney's Report

County Attorney Donny Laws stated that he had a matter of a lease issue regarding the property at 414 E. Main Street to discuss with the Board in closed session pursuant to NCGS §143-318.11(a)(3).

Commissioner Riddle made a motion to go into closed session pursuant to NCGS §143-318.11(a)(3) and (a)(6) to discuss the lease and personnel issues respectively, with Commissioner Ledford seconding the motion. The Board voted unanimously to go into closed session.

Commissioner Riddle made a motion to return to open session with Commissioner Grindstaff seconding the motion. The Board voted unanimously to return to open session. No action was taken during closed session.

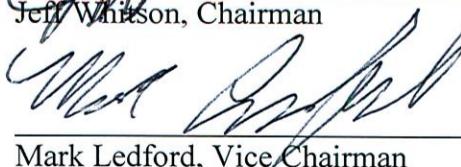
Adjournment

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

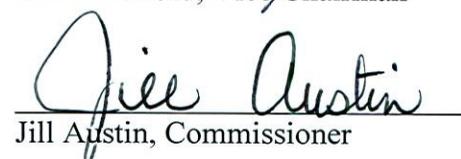
Approved and authenticated this the 13th day of July 2020.



Jeff Whitson, Chairman



Mark Ledford, Vice Chairman



Jill Austin, Commissioner

Sonya Morgan
Sonya Morgan, Clerk to the Board



David Grindstaff
David Grindstaff, Commissioner

Johnny Riddle
Johnny Riddle, Commissioner



Attachment A

**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JUNE 8, 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 May 11, 2020 Regular Meeting Minutes**
 - b. Approval of May 11, 2020 Closed Session Minutes**
 - c. Approval of Tax Refund Request**
 - d. Approval of Business Personal Property Late Listing Penalty Waiver**
 - e. Approval of Budget Amendment #'s 7 & 8**
 - f. Approval of Lottery Appropriation for East Yancey Middle School Partial Roof Replacement**
 - g. Approval of Gould-Killian Contract to Audit Accounts**
 - h. Approval of DSS Contracts for Legal Services**
 - i. May 2020 Tax Collection Reports – Informational**
- V. Yancey County Fiscal Year 2020-21 Budget**
 - a. 2020-21 Budget Message – Lynn Austin, County Manager**
 - b. PUBLIC HEARING**
 - c. Consideration and Adoption**
- VI. Blue Ridge Hospital Update – Tonia Hale, CEO/CNO**
- VII. Cooperative Extension – Jerry Moody & David Davis**
- VIII. County Manager's Report – Lynn Austin**
 - a. Building Inspection Rates**
 - b. Mayland Community College Training Agreement for EMS**
 - c. EMS Rates**
- IX. County Commissioners' Report**
- X. Public Comments**
- XI. County Attorney's Report – Donny Laws**
 - a. County Lease Issue – 414 E. Main Street**
- XII. Closed Session – Pursuant to NCGS §143-318.11(a)(3)**
- XIII. Adjourn**



YANCEY COUNTY TAX OFFICE

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

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

Email: lindsay.smith@yanceycountync.gov

Regular Meeting of the Board of Commissioners June 8, 2020

Refund request:

Chad and Ciji Dellinger

Account # 000013706

Property owner found that the home had been assessed at 5044 square feet for the year 2019. Actual square footage is 3152. The record was corrected for the 2020 tax year. The result of the overstatement of value for the tax year 2019: \$56.48

2019 Excess tax collected: \$56.48

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

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$56.48

I am writing to request a refund for overpaid taxes for the year of 2019. Our homes' square footage was overstated for the year 2019.

Ciji Dellinger

828-284-2541

cijidellinger@yahoo.com

7765 EAST US HWY 19E PARCEL ID: 076900683654000 ACCOUNT NO: 000013706 CLASS: A STATE CLASS: 101 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS ZONING: ESN: 156 TOWNSHIP NAME: CRABTREE NBHD ID: 801.00 LIVING UNITS: 1 VALUE FLAG: CURRENT USE
 DELLINGER, CHAD J & CIJI B LAND DATA: TYPE SIZE RATE INFLUENCE FACTORS % LAND VALUE - ASSESSMENT INFORMATION -

								PRIOR	CURRENT
7765 EAST US HWY 19E									
BURNSVILLE	NC	28714							
		PRIMARY	1.000	40000			LAND	93,400	93,400
		RESIDUAL	5.000	6000		40,000	FARM USE	13,300	53,000
		PASTURE	5.847	4000		30,000	BUILDING	277,930	269,500
						23,390	TOTAL	330,930	322,500

DEED BOOK: 637
 DEED PAGE: 317
 DEED DATE: 20100920

PRIOR YEAR ASSESSMENTS:

2018	13,300
2017	13,300
2016	13,300
2015	13,200
2014	15,000

DATE TYPE PRICE VALID BOOK/PAGE
 20100920 1 10,000 E 637-317

TOTAL ACREAGE: 11.847 TOTAL LAND VALUE: 93,400

EXEMPTION: NONE

ADDITION DATA:

PERMIT DATA DATE	PERMIT DATA NUMBER	PURPOSE	COST	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
20190627	718	DWELLING	265,000		OFF			240	5200
					OFF			430	9400
					FGar			600	14700
									00
									00
									00
									00

DWELLING DATA:

Story Ht. 1.00
 Style: CONTEMPORARY
 Walls: FRAME
 Bedrooms: 3
 Total Rooms: 6
 Basement: NONE/SLAB
 Attic: PART FINISH
 Full Baths: 2
 Half Baths: 2
 Add'l Fixtures: 12
 Total Fixtures: 12
 Heating System: HEAT PUMP
 Type: ELECTRIC
 Fin. Bsmt. Living Area:
 Basement Rec Room Area:
 Total Fireplace:
 Basement Garage (# Cars)
 Ground Flr Area: 2522
 TOT LIVING AREA: 3152
 Quality Grade: B+
 Condition: GD
 Year Built: 2018
 Eff. Year Built:
 CDU: GD

20180518 396

OLD-CHG CONTRACB
 A
 C
 D
 E
 F
 G
 H

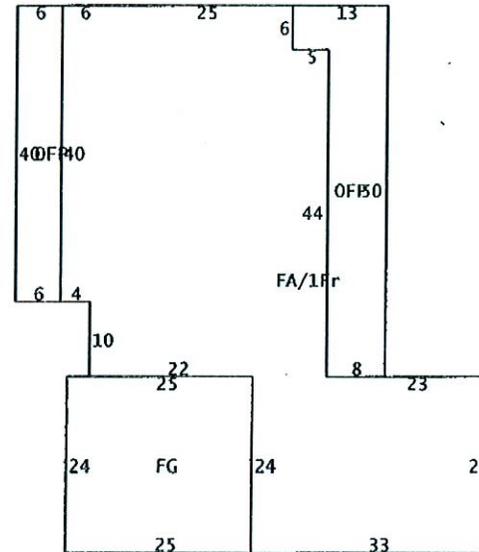
COST APPROACH COMPUTATIONS

Base Price	139,350
Plumbing	7000
Additions	29300
Unfin. Area	
Basement	-4,190
Attic	20,940
Heat/AC Adj.	4,030
FBLA	
Rec Rm	
Fireplace	
Bsmt. Gar.	
SUBTOTAL	196,430
Grade Factor	1.40
C & D factor	
TOTAL RCN	\$275,000
% Good	0.98
Market Adj.	
TOTAL RCNLD	\$269,500

OUTBUILDING DATA

Type	Qty	Year	Size1	Size2	Grd	Cond	Value

NOTES:



5-11-2020
S/F
Revised
Per Ciji
via phone
AW

2020
Final

OTHER IMP:

MISC. OUTBUILDING TOTAL:
 OUTBUILDING TOTAL:

7765 EAST US HWY 19E PARCEL ID: 076900683654000 ACCOUNT NO: 000013706 CLASS: A STATE CLASS: 101 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS: DELLINGER, CHAD J & CIJI B ZONING: LAND DATA: ESN: 156 TOWNSHIP NAME: CRABTREE NBHD ID: 801.00 LIVING UNITS: 1 VALUE FLAG: CURRENT USE

Table with columns: TYPE, SIZE, RATE, INFLUENCE FACTORS, %, LAND VALUE, ASSESSMENT INFORMATION (PRIOR, CURRENT). Includes rows for PRIMARY, RESIDUAL, PASTURE, LAND, FARM USE, BUILDING, and TOTAL.

DEED BOOK: 637 DEED PAGE: 317 DEED DATE: 20100920

Table with columns: DATE, TYPE, PRICE, VALID, BOOK/PAGE, TOTAL ACREAGE, TOTAL LAND VALUE, PRIOR YEAR ASSESSMENTS (2013-2017).

EXEMPTION: NONE

ADDITION DATA:

Table with columns: DATE, NUMBER, PURPOSE, COST, Lower Level, First Floor, Second Floor, Third Floor, Area, Value. Includes rows for OFF, OFP, and FGar.

DWELLING DATA:

Story Ht. 2.00 Style: CONTEMPORARY Walls: FRAME Bedrooms: 3 Total Rooms: 6 Basement: NONE/SLAB Attic: NONE Full Baths: 2 Half Baths: Add'l Fixtures: Total Fixtures: 8 Heating System: HEAT PUMP Type: ELECTRIC Fin. Bsmt. Living Area: Basement Rec Room Area: Total Fireplace: Basement Garage (# Cars) Ground Flr Area: 2522 True GFA 2522 TOT LIVING AREA: 5044 True TLA 5044 Quality Grade: B+ Condition: GD Year Built: 2018 Eff. Year Built: CDU: GD

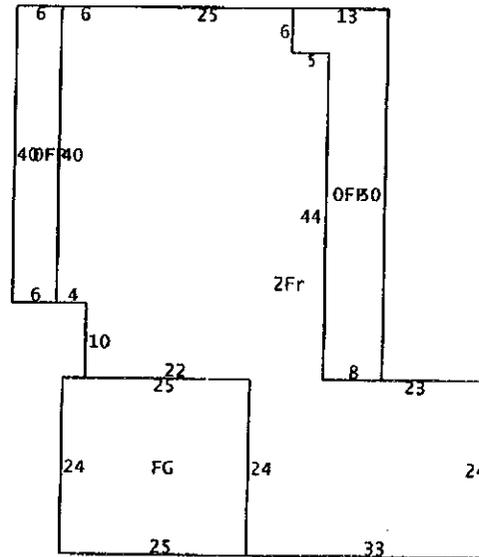
COST APPROACH COMPUTATIONS

Table with columns: Description, Value. Includes Base Price (229,930), Plumbing (3000), Additions (29300), Unfin. Area, Basement (-4,190), Attic, Heat/AC Adj. (6,650), FBLA, Rec Rm, Fireplace, Bsmt. Gar., SUBTOTAL (264,690), Grade Factor (1.40), C & D Factor, TOTAL RCN (\$370,570), % Good (0.75), Market Adj., TOTAL RCNLD (\$277,930).

OUTBUILDING DATA

Table with columns: Type, Qty, Year, Size1, Size2, Grd, Cond, Value.

NOTES:



OTHER IMP:

MISC. OUTBUILDING TOTAL: OUTBUILDING TOTAL:

2020 Begin

7765 EAST US HWY 19E PARCEL ID: 076900683654000 ACCOUNT NO: 000013706 CLASS: A STATE CLASS: 100 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS ZONING: LAND DATA: ESN: 156 TOWNSHIP NAME: CRABTREE NBHD ID: 801.00 LIVING UNITS: VALUE FLAG: CURRENT USE
DELLINGER, CHAD J & CIJI B

99 SUNNYBROOK LN
SPRUCE PINE NC 28777
UNDEVELOPED 1.000 20000
RESIDUAL 5.000 6000
PASTURE 5.847 4000
LAND 20,000
FARM USE 30,000
BUILDING 23,390
TOTAL 13,300
73,400 73,400
13,300 13,300

DEED BOOK: 637
DEED PAGE: 317
DEED DATE: 20100920

PRIOR YEAR ASSESSMENTS:
2016 13,300
2015 13,200
2014 15,000
2013 15,000
2012 15,000

DATE TYPE PRICE VALID BOOK/PAGE TOTAL ACREAGE: 11.847 TOTAL LAND VALUE: 73,400
20100920 1 10,000 E 637-317

EXEMPTION: NONE

ADDITION DATA:

PERMIT DATA DATE	NUMBER	PURPOSE	COST	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
				A					00
				B					00
				C					00
				D					00
				E					00
				F					00
				G					00
				H					00

DWELLING DATA:

Story Ht.
Style:
Walls:
Bedrooms:
Total Rooms:
Basement:
Attic:
Full Baths:
Half Baths:
Add'l Fixtures:
Total Fixtures:
Heating System: NONE
Type:
Fin. Bsmt. Living Area:
Basement Rec Room Area:
Total Fireplace:
Basement Garage (# Cars)
Ground Flr Area:
TOT LIVING AREA:
Quality Grade:
Condition:
Year Built:
Eff. Year Built:
CDU:

COST APPROACH COMPUTATIONS

Base Price
Plumbing
Additions
Unfin. Area
Basement
Attic
Heat/AC Adj.
FBLA
Rec Rm
Fireplace
Bsmt. Gar.
SUBTOTAL
Grade Factor
C & D factor
TOTAL RCN
% Good
Market Adj.

TOTAL RCNLD

OUTBUILDING DATA

Type Qty Year Size1 Size2 Grd Cond Value

NOTES:

OTHER IMP: MISC. OUTBUILDING TOTAL:
OUTBUILDING TOTAL:

Attachment C



YANCEY COUNTY TAX OFFICE

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

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

Email: lindsay.smith@yanceycountync.gov

Yancey County Board of Commissioners:

During this unprecedented time, the tax office has noticed that some businesses are requesting business personal property listing extensions (beyond the statutorily allowed April 15th extension). While, according to the Machinery Act, we cannot grant an extension beyond April 15th, the NCDOR has given some guidance on how we can help those who need relief from the late listing penalty. The NCDOR suggests that counties apply statute 105-312(k), essentially waiving the late listing penalty. With your approval, businesses could request to the assessor in writing that the late listing penalty be waived.

I am respectfully asking that the Yancey County Board of Commissioners approve the waiver of business personal property late listing penalties upon written request to the assessor Pursuant to North Carolina General Statute 105-312(k).

Thank you for your time and consideration.
Please let me know if you have any further questions.

Lindsay Smith
Tax Assessor
110 Town Square, Room 2
Burnsville, NC 28714
828-682-2198



NCDOR

NORTH
CAROLINA
DEPARTMENT
OF REVENUE

Roy Cooper
Governor

Ronald G. Penny
Secretary

MEMORANDUM

TO: North Carolina Assessors
FROM: Tony Simpson, Director, Local Government Division 
DATE: April 7, 2020
RE: COVID-19 Personal Property Listing Issues

The purpose of this memo is to address 2020 personal property listings in the midst of the ongoing worldwide crisis. With vast sectors of the world being closed down in an effort to control the spread of the COVID-19 virus, there has been a significant disruption of normal individual and business activities, including the annual filing of personal property listing forms. As of this writing, the default January 1-31 personal property listing period has expired. The general extensions available of 30 days for non-reappraisal counties and 60 days for reappraisal counties have also passed. For the few counties with an approved electronic listing system in place, the deadline for filing is June 1. (See NCGS 105-307, 105-310.1 and 105-311.(b)(2))

For counties that have not formally adopted electronic listing, April 15 is the maximum listing extension available, and granted on an individual basis only. This extension would have required a written request for the extension during the default listing period. The statute does not permit blanket extensions to April 15, thereby prohibiting the county from offering a general listing extension. As a result, many counties will no doubt be dealing with an unusually large number of late listings for 2020.

One way for counties to proactively address the issue is to determine in advance how they will handle late listings this year. Late listings trigger a "late listing penalty", which is actually a one-year discovery penalty required by NCGS 105-312(h). Although the county must apply the penalty, NCGS 105-312(k) explicitly grants authority to the board to approve a taxpayer's request for waiver of the penalty. This power is, and always has been, completely at the county's discretion, and our office has always encouraged each county to ensure that they exercise it uniformly for all of their citizens.

Under the current circumstances, and in order to promote relief for our citizens in one of the very few ways the Machinery Act authorizes, our office is encouraging counties to consider a uniform application of the 105-312(k) power for 2020. Simply put, counties can adopt a course of action that: 1) provides a simple method for taxpayers to request relief from the late listing penalty; and 2) grants that relief for this year for late listings due to COVID-19.

This year is unlike any we have seen before, and hopefully, unlike any we will see again in our lifetimes. Working together, we can be proactive in recognizing that at least some late listings this year will not be the fault of the taxpayer. We can demonstrate our ability to come together as a profession and provide a uniform response to serve the citizens in North Carolina.

501 N. Wilmington Street, Raleigh, NC 27640
PO Box 871, Raleigh NC 27602-0871
Website: www.ncdor.gov
An Equal Opportunity Employer

YANCEY COUNTY

BUDGET AMENDMENT # 7

FUND: GENERAL

LINE #	EXPEND CODE	DESCRIPTION	INCREASE	DECREASE
1	104371-5540	EMS - CAPITAL VEHICLES	\$911,384.00	
2	104371-5550	EMS - CAPITAL EQUIPMENT	\$223,612.00	
3	104371-5540	EMS - CAPITAL VEHICLES	\$76,609.00	
4	104310-5540	SHERIFF - CAPITAL VEHICLES	\$94,507.00	
5	104310-5550	SHERIFF - CAPITAL EQUIP	\$43,888.00	
			\$1,350,000.00	\$0.00

LINE #	REVENUE CODE	DESCRIPTION	INCREASE	DECREASE
6	104042-4520	LOAN PROCEEDS	\$1,350,000.00	
			\$1,350,000.00	\$0.00

DIFFERENCE : \$0.00

YANCEY COUNTY

BUDGET AMENDMENT # 8

FUND: GENERAL

LINE #	EXPEND CODE	DESCRIPTION	INCREASE	DECREASE
1	105320-5768	LIEAP PAYMENTS	\$41,870.00	
2	105320-5775	CRISIS INTERVENTION	\$20,229.00	
3	105320-577501	ENERGY NEIGHBORS	\$1,459.00	
4	105330-5794	SPECIAL NEEDS		\$4,694.00
5	105330-5793	HOME DAY CARES	\$4,694.00	
6	105330-5199	PROF SERVICES - OTHER		\$10,000.00
7	105330-5192	PROF SERVICES - LEGAL	\$10,000.00	
			\$78,252.00	\$14,694.00

LINE #	REVENUE CODE	DESCRIPTION	INCREASE	DECREASE
8	104055-475002	DSS ADMIN REIM	\$63,558.00	
			\$63,558.00	\$0.00

DIFFERENCE : \$0.00

Notes to Budget Amendment # 7 & # 8

Budget Amendment # 7 is to reflect the loan proceeds for the 4 – ambulances with equipment (lines # 1&2), 2 – quick response vehicles with equipment (lines # 3 & 2), and 3 – Sheriff's Office vehicles with equipment (lines # 4 & 5). The grand total of the loan is \$1,350,000 (line # 6).

Budget Amendment # 8 will reflect various increases to funding authorizations for the Dept of Social Services. The LIEAP program was increase by \$41,870 (line 1), the CRISIS Intervention program was increased by \$20,229 (line 2) and Energy Neighbors was increased by \$1,459 (line 3) for a total of \$63,558 (line 8) in additional funding. Special Needs will be decreased by \$4,694 (line 4) and Home Day Cares will be increased by \$4,694 (line 5) to cover additional costs associated with day care subsidies. Professional Services – Other, which is typically used for psychological evaluations for clients is being reduced by \$10,000 to cover the overage in Professional Services – Legal.

If you have any questions about budget amendment # 7 & # 8, feel free to contact me at anytime-

Brandi Burleson

Finance Officer

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: YANCEY

Contact Person: Robbie M. Renfro

LEA: 995

Title: Finance Officer

Address: PO BOX 190 Burnsville, NC 28714

Phone: 828/682-6101 ext 116

Project Title: East Yancey Middle School Partial Roof Replacement

Location: 285 Georges Fork Road Burnsville, NC 28714

Type of Facility: Public School

North Carolina General Statutes, Chapter 18C provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds.
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace a section of the roof

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		25,111.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	25,111.00

Estimated Project Beginning Date: 4/7/2020 Est. Project Completion Date: 4/10/2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 25,111.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

Jeff Whitson
(Signature — Chair, County Commissioners)

10-8-2020
(Date)

Angie Weatherman
(Signature — Chair, Board of Education)

4-22-2020
(Date)



GOULD KILLIAN
CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Charles E. Killian
G. Edward Towson, II
Harvey W. Jenkins
Shon P. Norris
Eric W. Michael
Daniel R. Mullinix

April 7, 2020

To the Board of Commissioners
And Members of Management
Yancey County
110 Town Square
Burnsville, NC 28714

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. ("GK" or "we") will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Yancey County as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Yancey County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Yancey County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Required schedules for Law Enforcement Officers' Special Separation Allowance
3. Required schedules for the Local Government Employees' Retirement System
4. Required schedules for Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Yancey County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such opinions.

Since our audit in accordance with GAAS, those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement, whether caused by error or fraud. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements, assessing the accounting principles

used and significant estimates made by management, and evaluating the overall financial statement presentation. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of the Government's transactions for the period. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Yancey County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Government and obligations related to the accountability of the Government, including overseeing the financial reporting process. For the Government, we agree that the Board of Commissioners meets that definition.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Yancey County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *Audit Manual For Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of Yancey County's major federal or state programs. The purpose of these procedures will be to express an opinion on Yancey County's compliance with requirements applicable to each of its major programs in our report(s) on compliance issued pursuant to the Uniform Guidance and State Single Audit Implementation Act.

Management Responsibilities

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements,

or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on prior to the completion of final field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to

oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. We will provide a final copy of our reports in a PDF file to the Government; however, it is management's responsibility to upload the PDF version of the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) and complete the appropriate sections of the Data Collection Form. Management is responsible for electronically certifying the Data Collection Form and electronically submitting the completed Data Collection Form to the Federal Audit Clearinghouse (FAC). The financial reporting package must be text searchable, unencrypted, and unlocked to be accepted by the FAC. The Data Collection Form and the reporting package must be submitted electronically within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the oversight agency for audit. Both GK and management are responsible for ensuring that in their respective parts of the reporting package there is no protected personally identifiable information. We understand that we must make copies of the Data Collection Form and reporting package available for public inspection.

Reproduction of Audit Report

If the Government plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Government employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Government's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and Commissioners at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Government. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements and related notes, schedule of expenditures of federal and state awards and data collection form of Yancey County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and data collection form services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Government in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Government. However, we will provide advice and recommendations to assist management of the Government in performing its functions and fulfilling its responsibilities.

The Government agrees to perform the following functions in connection with our performance of the financial statements, schedule of expenditures of federal awards, and data collection form services previously defined:

- a. Make all management decisions and perform all management functions with respect to the financial statements, schedule of expenditures of federal awards, and data collection form services provided by us.
- b. Assign Brandi Burleson to oversee the financial statements, schedule of expenditures of federal awards, and data collection form services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of financial statements, schedule of expenditures of federal awards, and data collection form services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Government must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the Board of Commissioners of Yancey County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Government hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the Government's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2020 and to issue our reports no later than October 31, 2020. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our charges to the Government for the services described above are expected to be \$35,900 for the financial statement audit, \$7,500 for financial statement preparation, and \$18,000 for the audit in accordance with the Uniform Guidance and State Single Audit Implementation Act (subject to an additional variable fee of \$2,950 for each major program over 1).

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time it takes us to complete your audit will be approximately 600 hours in total. If significant additional time is necessary (over 600 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fee structure for these services is as follows:

Financial audit - base fee	\$ 35,900
Financial statement preparation	7,500
Financial audit total	<u>43,400</u>
Compliance base fee	<u>18,000</u>
Base fee total	<u>\$ 61,400</u>
Fee for each additional program	<u>\$ 3,600</u>
<u>Separate Fees Not Included Above:</u>	
Data Collection Form	<u>\$ 500</u>

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission for their approval.

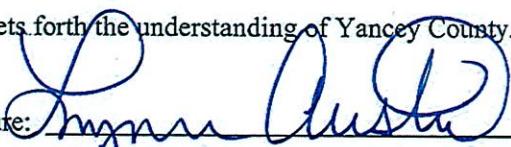
Very truly yours,



Daniel R. Mullinix
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Yancey County.

Management signature: 

Title: County Manager

Date: 6-8--20

Governance signature: 

Title: CHAIRMAN

Date: 6-8-20

SHARRARD, MCGEE & CO., P.A.

CERTIFIED PUBLIC ACCOUNTANTS • CONSULTANTS

1321 LONG STREET • POST OFFICE BOX 5869 • HIGH POINT, NORTH CAROLINA 27262

(336) 884-0410
FAX (336) 884-1580

OFFICES
HIGH POINT
GREENSBORO

Report on the Firm's System of Quality Control

July 28, 2017

To the Owners of
Gould Killian CPA Group, P.A. and the
Peer Review Committee of the North Carolina Association of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Gould Killian CPA Group, P.A. (the firm) in effect for the year ended January 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Gould Killian CPA Group, P.A. in effect for the year ended January 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gould Killian CPA Group, P.A. has received a peer review rating of *pass*.

Shaward, M. L. & Co. P.A.

The	Governing Board Board of Commissioners
of	Primary Government Unit (or charter holder) Yancey County
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gould Killian CPA Group, P.A.
	Auditor Address 100 Coxe Ave, Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Brandi Burleson	Finance Officer -Yancey County	brandi.burleson@yanceycountync.gov

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Yancey County
Audit Fee	\$ 53,900 (includes 1 major program)
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,600 per major program above 1
Writing Financial Statements	\$ 7,500
All Other Non-Attest Services	\$ 500
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 50,738.00 (75% of prior year audit fee)

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Daniel R. Mullinix	Signature* 
Date* 04/07/20	Email Address* dmullinix@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Yancey County	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* JEFF WHITSON	Signature* 
Date 6-8-20	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Brandi Burleson	Signature* 
Date of Pre-Audit Certificate* 6/8/2020	Email Address* brandi.burleson@yanceycountync.gov

Contract # 2101 Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Hockaday and Hockaday, PA (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1794659.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certifications (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) Certification of Transportation (Attachment J)
- (9) State Certification (Attachment M)
- (10) Certification Regarding Nondiscrimination, Clean Air Act, Clean Air Act, Clean Water Act (Attachment N)
- (11) Contract Addendum for Contracts with any Department of Yancey County Government (Attachment O)
- (12) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 50,000 per year.

X a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

- In-kind
- Cash
- Cash and In-kind
- Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions: Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Rick Tipton, Director County Yancey County Mailing Address PO Box 67 City, State, Zip Burnsville, NC 28714	Name & Title Rick Tipton, Director County Yancey County Street Address 320 Pensacola Road City, State, Zip Burnsville, NC 28714
Telephone (828) 682-6148 Fax (828) 682-6712 Email rick.tipton@yanceycountync.gov	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Danny Hockaday, Attorney Company Name Hockaday and Hockaday, PA Mailing Address PO Box 65 City State Zip Burnsville, NC 28714	Name & Title Danny Hockaday, Attorney Company Name Hockaday and Hockaday, PA Street Address PO Box 65 City State Zip Burnsville, NC 28714
Telephone (828) 682-7060 Fax (828) 682-4257 Email brandy75@msn.com	

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

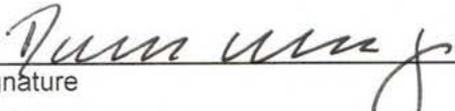
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

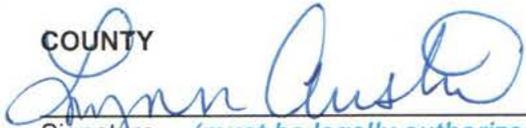
14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.



Signature 6/27/2020
Date
DANIEL M. HOCKADAY

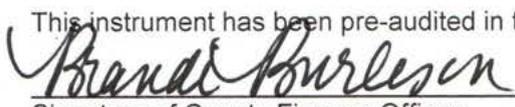
Printed Name ATTORNEY
Title

COUNTY


Signature (must be legally authorized to sign contracts for County DSS) 6/12/2020
Date
Lynn Austin

Printed Name County Manager
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Signature of County Finance Officer 6/19/20
Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in

connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work

**Federal Tax Id. 56-1794659
Contract # 2101**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: HOCKADAY and HOCKADAY, PA
2. *If different* from Contract Administrator Information in General Contract:

Address PO Box 65

Burnsville, NC 28714

Telephone Number: (828) 682-7060 Fax Number: (828) 682-4257 Email:

brandy75@msn.com

3. Name of Program (s): Attorney for Agency
4. Status: Public Private, Not for Profit X Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2020 through 6/30/2021

B. Explanation of Services to be provided and to whom:

Danny Hockaday will handle all legal services as a part of the following:

- 1) Adoption Services
- 2) Foster Care Services for Children
- 3) Protective Services for Adults
- 4) Legal Services for Clients
- 5) Legal representation for Agency
- 6) Protective Services for Children; Legal representation for Agency
- 7) Appeals

If there is a conflict of interest case, then Danny Hockaday will obtain legal representation for YCDSS at not more than the rate \$125.00 per hour retainer fee or up to the current State maximum fee.

YCDSS will reimburse Hockaday and Hockaday, PA for amounts charged for subpoenaed clients. This in no way constitutes a contract between YCDSS and aforementioned. Payment for cases that return to court for Guardianship will only be reimbursed if the YCDSS is legally required to be involved.

C. Rate per unit of Service (define the unit):

1. Standard Fixed Rate Maximum Allowable of \$125.00 per hour.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

Billing will be submitted by the end of each month. All bills will be submitted by the end of the fiscal year. Court orders will be completed within 60 days of court hearings.

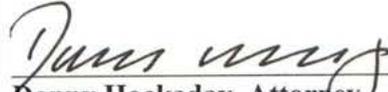
F. Area to be served/Delivery site(s): Adoption Services, Foster Care Services and Protective Services for Children and Adults.



County Manager
Yancey County

Date

6/12/2020



Danny Hockaday, Attorney
Hockaday and Hockaday, PA

Date

6/27/2020

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
OR
 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.


Signature

Attorney
Title

DANIEL M. HOCKADAY
Contractor Name

6/27/2020
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

1. Offices of Hockaday and Hockaday, PA
 2. Yancey County Courthouse
 3. Yancey County Department of Social Services
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

ATTACHMENT D
Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

HOCKADAY & HOCKADAY, P.A.

Name of Organization

[Signature]

Signature of Organization Official

6/27/2020

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Yancey

I, Brandy D Fox, Notary Public for said County and State, certify that

Daniel M Hockaday personally appeared before me this day and acknowledged

that he/she is President of Hockaday & Hockaday PA [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 27th day of June, 2020.

Sworn to and subscribed before me this 27th day of June, 2020

Brandy D Fox
(Official Seal)



My Commission expires 14 September, 2024

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

**Hockaday and Hockaday, PA
PO Box 65
Burnsville, NC 28714**

July 1, 2020

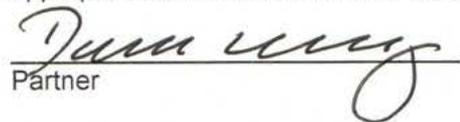
To: Yancey County Department of Social Services

Certification:

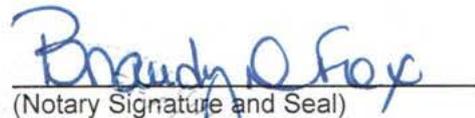
I certify that the Hockaday and Hockaday, PA, does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Danny Hockaday, being duly sworn, say that I am the Partner of the practice of Hockaday and Hockaday, PA of Burnsville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Partner

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires 09/14/24

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Hockaday and Hockaday, PA Contract Number: 2101 Date: July 1, 2020 to June 30, 2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input checked="" type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Yancey County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the **1st** day of **July, 2020**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Hockaday and Hockaday, PA** (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Attorney for Agency** (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. 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 Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. 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 Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, 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 Covered Entity, or to the **Yancey County Department of Social Services**, in a time and manner designated by the Secretary, for purposes of the **Yancey County Department of Social Services** determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, 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 Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, 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. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement 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.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

 6/27/2020
Signature Date
DANIEL M. HOCKADAY Attorney
Printed Name Title

COUNTY
 6/12/2020
Signature (must be legally authorized to sign contracts for County DSS) Date
Lynn Austin County Manager
Printed Name Title

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Yancey County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Yancey County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).



Signature

Attorney

Title

HOCKADAY & HOCKADAY, P.A.

Agency/Organization

6/27/2020

Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: HOCKADAY & HOCKADAY, P.A.

Contractor's Authorized Agent: Signature [Handwritten Signature] Date 6/27/2020

Printed Name DANIEL M. HOCKADAY Title Attorney

Witness: Signature [Handwritten Signature] Date 6/27/20

Printed Name Brandy D Fox Title Legal Assistant

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

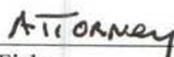
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

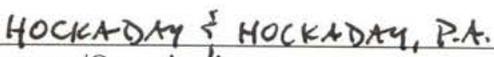
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

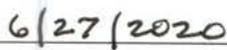
V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Hockaday and Hockaday, PA
COUNTY DEPARTMENT: DSS
SUBJECT OF CONTRACT: Legal Services
DATE/TERM OF CONTRACT: 7/1/2020 - 6/30/2021

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: *James [Signature]*
For YANCEY COUNTY *Angela [Signature]*

Title: *Attorney*
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

CONTRACT PROVIDER NAME: _____ Hockaday & Hockaday

CONTRACT NUMBER: _____ 2101

CONTRACT PERIOD: _____ 7/1/2020 to 6/30/2021

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

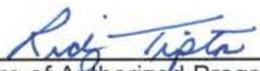
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

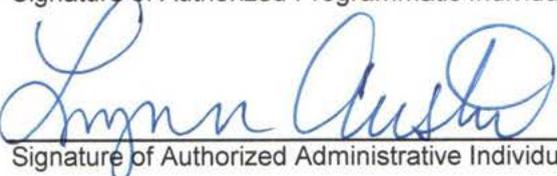
PURCHASE SERVICE



Signature of Authorized Programmatic Individual

6/11/2020

DATE



Signature of Authorized Administrative Individual

6/11/2020

DATE

Contract # 2108 Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Donny J. Laws, Attorney (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1487880 .

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certifications (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) State Certification (Attachment M)
- (9) Certification Regarding Nondiscrimination, Clean Air Act, Clean Air Act, Clean Water Act (Attachment N)
- (10) Contract Addendum for Contracts with any Department of Yancey County Government (Attachment O)
- (11) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 18,000 per year.

X a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Rick Tipton, Director	Name & Title	Rick Tipton, Director
County	Yancey County	County	Yancey County
Mailing Address	PO Box 67	Street Address	320 Pensacola Road
City, State, Zip	Burnsville, NC 28714	City, State, Zip	Burnsville, NC 28714
Telephone	(828) 682-6148		
Fax	(828) 682-6712		
Email	rick.tipton@yanceycountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donny J. Laws, Attorney	Name & Title	Donny J. Laws, Attorney
Mailing Address	PO Box 397	Street Address	131 E. Main St, Suite D
City State Zip	Burnsville, NC 28714	City State Zip	Burnsville, NC 28714
Telephone	(828) 682-9645		
Fax	(828) 682-4312		
Email	sramseylaw@gmail.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Donny J Laws 6-30-20
Signature Date
Donny J Laws Attorney
Printed Name Title

COUNTY
Lynn Austin 6/12/2020
Signature (must be legally authorized to sign contracts for County DSS) Date
Lynn Austin County Manager
Printed Name Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Brendi Bourleson 6/19/2020
Signature of County Finance Officer Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in

connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work

**Federal Tax Id. # 56-1487880
Contract # 2108**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: DONNY J. LAWS, ATTORNEY
2. *If different* from Contract Administrator Information in General Contract:
Address PO Box 397
Burnsville, NC 28714
Telephone Number: (828) 682-9645 Fax Number: (828) 682- 4312
Email: sramseylaw@gmail.com
3. Name of Program (s): Attorney For Agency – Child Support Enforcement
4. Status: Public Private, Not for Profit X Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2020 through 6/30/2021

B. Explanation of Services to be provided and to whom:

Donny J. Laws will handle all legal services in the district court division for the Child Support Enforcement unit of Yancey County Department of Social Services (YCDSS). This specifically excludes services for all appeals.

SIS Service Code 449

C. Rate per unit of Service (define the unit):

1. Standard Fixed Rate Maximum Allowable of \$125.00 per hour.
2. Contract not to exceed \$18,000.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

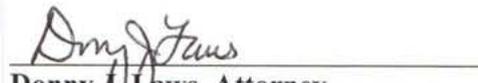
Billing will be submitted by the end of each month. All bills will be submitted by the end of the fiscal year.

F. Area to be served/Delivery site(s): Child Support Enforcement



County Manager
Yancey County
6/12/2020

Date



Donny J. Laws, Attorney
6-30-20

Date

FEDERAL CERTIFICATIONS

The undersigned states that:

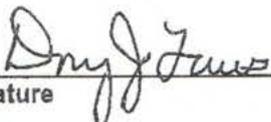
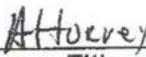
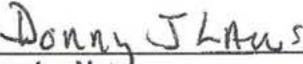
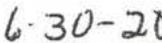
1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

	
Signature	Title
	
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

ATTACHMENT D
Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Donny J Laws
Name of Organization

Donny J Laws
Signature of Organization Official

6-30-20
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Yancey

I, SHANDRA Y. RAMSEY, Notary Public for said County and State, certify that

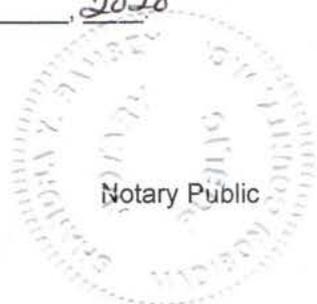
DONNY J. LAWS personally appeared before me this day and acknowledged

that he/she is Owner of DONNY J. LAWS, ATTORNEY [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 15th day of July, 2020.

Sworn to and subscribed before me this 15th day of July, 2020

Shandra Y. Ramsey
Official Seal



My Commission expires 11/12, 2023

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Donny J. Laws, Attorney
PO Box 397
Burnsville, NC 28714

July 1, 2020

To: Yancey County Department of Social Services

Certification:

I certify that Donny J. Laws, Attorney does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Donny J. Laws, being duly sworn, say that I am an attorney of the practice of Donny J. Laws, Attorney of Burnsville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Donny J. Laws
Attorney

Sworn to and subscribed before me on the day of the date of said certification.

Shanda J. Ramsey
(Notary Signature and Seal)

My Commission Expires: 11/12/2023

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Donny J. Laws, Attorney Contract Number: 2108 Date: July 1, 2020 to June 30, 2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component’s resources and following the component’s policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component’s resources and following the component’s policies and procedures, the person rendering such services is considered a member of the component’s workforce, and is required to comply with the component’s privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input checked="" type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

component that is directly related to the covered health component's continued operation?

- Patient Accounts Billing
- Claims Processing
- Claims Administration
- Bill Collections
- Professional Services
- Special Population Assessments
- Data Analysis
- Data Processing
- Data Administration
- JCAHO
- Council on Accreditation
- Re-pricing
- Rate Setting
- Practice Management
- Software Support
- Utilization Review
- Quality Assurance
- Contract Analysis
- Central Office
- Supervision
- Security
- Dietary
- Machine Maintenance
- Facility Maintenance
- Landscaping
- Housekeeping
- Hardware Support
- Audits/Surveys
- Purchasing

health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized.
NO—STOP. There is no business associate relationship.

ADDITIONAL REQUIRMENTS

NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates

Rev: 7-1-2013

Yancey County Department of Social Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the **1st** day of **July, 2020**, by and between **Yancey County Department of Social Services** ("Covered Entity") and **Donny J. Laws, Attorney** ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Attorney for Agency** (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. 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 Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. 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 Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, 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 Covered Entity, or to the **Yancey County Department of Social Services**, in a time and manner designated by the Secretary, for purposes of the **Yancey County Department of Social Services** determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, 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 Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, 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. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement 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.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Donny J. Laws 6-30-28
Signature Date

Donny J. Laws Attorney
Printed Name Title

COUNTY
Lynn Austin 6/12/2020
Signature (must be legally authorized to sign contracts for County DSS) Date

Lynn Austin County Manager
Printed Name Title

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Donny J Laws

Contractor's Authorized Agent: Signature Donny J Laws Date 6-30-28

Printed Name Donny J Laws Title Attorney

Witness: Signature Shandra Y. Ramsey Date 7/15/20

Printed Name SHANDRA Y RAMSEY Title NOTARY

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Donny J. Laws
Signature

Attorney
Title

Agency/Organization

6-30-20
Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Donny J. Laws, Attorney
COUNTY DEPARTMENT: DSS
SUBJECT OF CONTRACT: Legal Services
DATE/TERM OF CONTRACT: 7/1/2020 - 6/30/2021

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: Donny J. Laws

Title: Attorney

For YANCEY COUNTY Lynda Austin

Title: County Manager

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

By: Brandi Purleson
Yancey County Finance Officer

CONTRACT PROVIDER NAME: ___ Donny J. Laws
CONTRACT NUMBER: _____ 2108
CONTRACT PERIOD: _____ 7/1/2020 to 6/30/2021
PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE



 Signature of Authorized Programmatic Individual

6/11/2020

 DATE



 Signature of Authorized Administrative Individual

6-30-20

 DATE

Attachment H

MAY 2020 MONTH END REPORTS FOR BIS AND ALPHA

Fonda Thomas <Fonda.Thomas@yanceycountync.gov>

Mon 6/1/2020 12:35 PM

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

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

📎 3 attachments (39 KB)

ALPHA MAY 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES.pdf; CDCPercentageReport BIS COLLECTION RATE AS OF 05 31 2020.pdf; MAY 2020 BIS FINANCE REPORT.pdf;

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

There is only one Alpha/Vehicles Report(ALPHA MAY 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES REPORT) due to the fact that there were no vehicle payments taken in the month of May 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

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 05/31/2020

Description	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	Total 2009
Balances											
<hr/>											
Balances											
<hr/>											
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				\$5,217.16
	\$279.50	\$969.16	\$2,405.87	\$1,562.63
TOWN OF BURNSVILLE Vehicle Interest				\$105.64
	\$26.83	\$67.02	\$11.79	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$139.36
	\$14.11	\$18.18	\$90.65	\$16.42
CANE RIVER FIRE DISTRICT Vehicle Interes				\$32.25
	\$8.96	\$21.61	\$1.68	
EGYPT FIRE DISTIRCT Vehicle Interest				\$10.47
	\$3.96	\$6.50	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$1.10
	\$0.24	\$0.02	\$0.84	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$23.68
	\$8.72	\$14.58	\$0.38	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$32.26
	\$10.25	\$2.64	\$8.96	\$10.41
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$10.37
	\$2.62	\$7.75		
CRABTREE FIRE DISTRICT Vehicle Interest				\$63.56
	\$3.66	\$19.48	\$29.33	\$11.09
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$36.64
	\$0.93	\$15.54	\$16.15	\$4.02
PENSACOLA FIRE DISTRICT Vehicle Interest				\$56.84
	\$8.95	\$24.12	\$23.77	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$74.18
	\$0.26	\$4.17	\$13.55	\$56.20
DMV Vehicle Interest				\$597.51
	\$185.10	\$60.73	\$190.65	\$161.03

Totals

\$6,664.79 \$17,239.63 \$20,117.58 \$7,225.26

\$51,247.26

Billed to Date

% Collected

County Vehicle Tax 2019

\$10,865.09

48.57%

06/01/2020

Yancey County Tax Office

County/District Collection Percentage Report
As of: 05-31-2020

Run Date: 06-01-2020

2019
County

Net Levy \$	Collections \$	Collections %
12,749,039.06	12,397,929.89	97.25

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	199,269.17	194,990.45	97.86
002 - CANE RIVER FIRE DISTRICT	78,517.56	77,089.75	98.19
003 - EGYPT FIRE DISTRICT	77,433.49	76,239.61	98.46
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	23,487.29	96.66
005 - GREEN MOUNTAIN FIRE DISTRICT	29,522.52	28,056.29	95.04
006 - JACKS CREEK FIRE DISTRICT	65,147.22	63,138.10	96.92
007 - BRUSH CREEK FIRE DISTRICT	40,177.76	38,782.27	96.53
008 - CRABTREE FIRE DISTRICT	172,221.80	166,342.75	96.59
009 - SOUTH TOE FIRE DISTRICT	193,081.60	187,041.39	96.88
010 - PENSACOLA FIRE DISTRICT	95,859.93	92,119.13	96.10
011 - PRICES CREEK FIRE DISTRICT	153,649.08	151,836.61	98.83

District Totals

Net Levy \$	Collections \$	Collections %
1,129,180.30	1,099,123.64	97.34

Posting Report

05-01-2020 to 05-31-2020

06-01-2020

12:09 PM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2010	\$391.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$391.47
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$125.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.68	\$0.00	\$0.00	\$141.78
2013	\$139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.68	\$0.00	\$0.00	\$155.68
2014	\$753.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.42	\$0.00	\$0.00	\$843.92
2015	\$863.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.42	\$0.00	\$0.00	\$953.92
2016	\$1,602.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97.96	\$0.00	\$0.00	\$1,700.70
2017	\$1,890.06	\$0.00	\$28.95	\$10.92	\$16.95	\$0.00	\$117.58	\$0.00	\$0.00	\$2,064.46
2018	\$5,157.48	\$14.72	\$33.96	\$64.94	\$0.00	\$0.00	\$187.38	\$0.00	\$0.00	\$5,458.48
2019	\$71,003.07	\$1,092.10	\$1,230.92	\$623.29	\$443.91	\$236.93	\$579.71	\$923.55	\$160.40	\$76,293.88
TOTAL	\$81,925.92	\$1,106.82	\$1,293.83	\$699.15	\$460.86	\$236.93	\$1,196.83	\$923.55	\$160.40	\$88,004.29

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$118.28	\$129.60	\$247.88
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$7.86	\$8.64	\$16.50
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
TOTAL	\$126.14	\$138.24	\$264.38

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$81,678.04	\$1,106.82	\$1,277.33	\$699.15	\$460.86	\$236.93	\$1,196.83	\$923.55	\$160.40	\$87,739.91

Transaction Type Report

05-01-2020 to 05-31-2020

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2010	\$391.47	\$0.00	\$0.00	\$0.00	\$0.00	\$391.47	\$0.00	\$0.00	\$0.00	\$391.47
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89.29	\$4.00	\$0.00	\$93.29
2012	\$125.10	\$16.68	\$0.00	\$0.00	\$0.00	\$141.78	\$177.03	\$8.00	\$0.00	\$326.81
2013	\$139.00	\$16.68	\$0.00	\$0.00	\$0.00	\$155.68	\$167.62	\$6.00	\$0.00	\$329.30
2014	\$753.50	\$90.42	\$0.00	\$0.00	\$0.00	\$843.92	\$964.31	\$8.00	\$0.00	\$1,816.23
2015	\$863.50	\$90.42	\$0.00	\$0.00	\$0.00	\$953.92	\$419.87	\$8.00	\$315.12	\$1,696.91
2016	\$1,602.74	\$97.96	\$0.00	\$0.00	\$0.00	\$1,700.70	\$645.69	\$4.00	\$0.00	\$2,350.39
2017	\$1,890.06	\$174.40	\$14.20	\$0.00	\$0.00	\$2,078.66	\$434.10	\$12.00	\$0.00	\$2,524.76
2018	\$5,027.88	\$292.36	\$15.63	\$0.00	\$0.00	\$5,335.87	\$603.81	\$32.00	\$0.00	\$5,971.68
2019	\$70,884.79	\$5,282.95	\$279.87	\$0.00	\$0.00	\$76,447.61	\$3,193.32	\$491.89	\$0.00	\$80,132.82
TOTAL	\$81,678.04	\$6,061.87	\$309.70	\$0.00	\$0.00	\$88,049.61	\$6,695.04	\$573.89	\$315.12	\$95,633.66

Adjustment / Release Report

05-01-2020 to 05-31-2020

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.91	\$0.00	\$1,828.85	\$0.00	\$1,847.76	\$1,847.76
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.19	\$0.00	\$0.00	\$0.00	\$5.19	\$5.19
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.14	\$0.00	\$0.00	\$0.00	\$5.14	\$5.14
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.14	\$0.00	\$0.00	\$0.00	\$5.14	\$5.14
2018	\$129.60	\$0.00	\$0.00	\$0.00	\$129.60	\$24.98	\$0.00	\$0.00	\$8.64	\$163.22	\$154.58
2019	\$118.28	\$12.58	\$0.00	\$0.00	\$130.86	\$71.51	\$0.11	\$0.00	\$7.86	\$210.34	\$202.48
TOTAL	\$247.88	\$12.58	\$0.00	\$0.00	\$260.46	\$130.87	\$0.11	\$1,828.85	\$16.50	\$2,236.79	\$2,220.29

Collections Receipts Report

05-01-2020 to 05-31-2020

Total general tax	\$81,678.04
Total fire tax	\$6,061.87
Total penalty	\$309.70
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$88,049.61
Total interest	\$6,695.04
Total cost of advertising	\$573.89
Total legal	\$315.12
Total check overpayments	\$0.00
Total Prepaid Payments	\$11,345.34
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$18,929.39
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Grand total receipts	\$106,979.00

District Payment Report

05-01-2020 to 05-31-2020

Year	District Code	District Name	Amount
2011	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2012	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2012	008	CRABTREE FIRE DISTRICT	\$16.68
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2013	008	CRABTREE FIRE DISTRICT	\$16.68
2014	006	JACKS CREEK FIRE DISTRICT	\$0.00
2014	008	CRABTREE FIRE DISTRICT	\$90.42
2015	006	JACKS CREEK FIRE DISTRICT	\$0.00
2015	008	CRABTREE FIRE DISTRICT	\$90.42
2016	006	JACKS CREEK FIRE DISTRICT	\$0.00
2016	008	CRABTREE FIRE DISTRICT	\$97.96
2017	002	CANE RIVER FIRE DISTRICT	\$28.95
2017	003	EGYPT FIRE DISTRICT	\$10.92
2017	006	JACKS CREEK FIRE DISTRICT	\$16.95
2017	008	CRABTREE FIRE DISTRICT	\$117.58
2018	001	BURNSVILLE FIRE DISTRICT	\$14.72
2018	002	CANE RIVER FIRE DISTRICT	\$12.56
2018	003	EGYPT FIRE DISTRICT	\$64.94
2018	008	CRABTREE FIRE DISTRICT	\$187.38
2018	011	PRICES CREEK FIRE DISTRICT	\$12.76
2019	001	BURNSVILLE FIRE DISTRICT	\$1,092.10
2019	002	CANE RIVER FIRE DISTRICT	\$586.06
2019	003	EGYPT FIRE DISTRICT	\$513.11
2019	004	RAMSEYTOWN FIRE DISTRICT	\$110.18
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$163.17
2019	006	JACKS CREEK FIRE DISTRICT	\$280.74
2019	007	BRUSH CREEK FIRE DISTRICT	\$236.93
2019	008	CRABTREE FIRE DISTRICT	\$579.71
2019	009	SOUTH TOE FIRE DISTRICT	\$923.55
2019	010	PENSACOLA FIRE DISTRICT	\$160.40
2019	011	PRICES CREEK FIRE DISTRICT	\$637.00
TOTAL			\$6,061.87

Detailed District Payment Report

05-01-2020 to 05-31-2020

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

Outstanding Balances Report

As of 05-31-2020

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2009	\$13,488.71	\$6,564.37	\$499.26	\$6,365.08	\$60.00	\$0.00	\$0.00	\$0.00
2010	\$14,146.92	\$6,875.23	\$664.44	\$6,527.25	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$22,071.73	\$11,341.18	\$1,145.09	\$9,475.61	\$92.00	\$17.85	\$0.00	\$0.00
2012	\$25,315.07	\$13,113.81	\$1,491.32	\$10,318.69	\$112.00	\$279.25	\$0.00	\$0.00
2013	\$21,299.79	\$12,194.57	\$1,136.83	\$7,770.39	\$198.00	\$0.00	\$0.00	\$0.00
2014	\$25,215.68	\$15,352.67	\$1,405.70	\$7,903.35	\$152.00	\$401.96	\$0.00	\$0.00
2015	\$28,467.03	\$18,084.56	\$1,765.10	\$7,791.45	\$204.00	\$236.88	\$0.00	\$0.00
2016	\$55,617.36	\$36,936.61	\$2,763.71	\$12,295.70	\$268.00	\$346.85	\$4.00	\$0.00
2017	\$74,526.26	\$55,892.56	\$4,690.60	\$12,794.36	\$468.00	\$680.74	\$0.00	\$0.00
2018	\$118,235.48	\$95,549.67	\$7,870.40	\$12,967.20	\$867.97	\$980.24	\$0.00	\$0.00
2019	\$403,872.39	\$351,916.66	\$30,095.14	\$17,886.62	\$2,668.00	\$1,305.97	\$0.00	\$0.00
Total	\$802,256.42	\$623,821.89	\$53,527.59	\$112,095.70	\$5,169.97	\$4,249.74	\$4.00	\$0.00

COUNTY OF YANCEY

FY 2020-2021

BUDGET MESSAGE



June 8, 2020

**Lynn Austin
Yancey County Manager**

YANCEY COUNTY BUDGET MESSAGE

FISCAL YEAR 2020-2021

*To the Yancey County Board of County Commissioners
and Citizens of Yancey County:*

In accordance with North Carolina General Statute 159-11, the Yancey County Fiscal Year 2020-2021 proposed budget is respectfully submitted for your review and consideration. The proposed budget sets forth a plan of operations for all County departments, programs, and capital projects for the coming year. This proposed budget is balanced in accordance with the Local Government Budget and Fiscal Control Act with general fund revenues and expenditures each totaling \$25,287,918.

INTRODUCTION

This budget message will introduce the Yancey County Fiscal Year 2020-2021 proposed budget. The budgeting process begins in February of each year with management requesting proposed appropriation use plans from departments, agencies and other County-supported entities. This year the requests for County funding exceeded expected revenues by over \$2.2 million. Over the course of numerous work sessions, the County Commissioners and County staff have worked to develop a balanced budget in line with expected revenue. This document will show how the County plans to utilize its fiscal resources and will highlight the significant impacts to the County's budget.

For the past ten years, Yancey County has been dedicated to three primary goals: restoration of the financial integrity of Yancey County; maintain essential public safety, health and human services; and make strategic investments to support economic prosperity. This budget reflects the positive involvement by department heads and agency leadership to allow the County to provide the resources necessary to accomplish these broad goals. County staff, from the department head to the line employee, is to be commended for accomplishing much with limited resources. As the County's financial standing has strengthened, careful and strategic improvements have been implemented to improve and enhance the working environment for the employees and the services provided to our citizens. I am pleased to present this budget that continues to provide the tools necessary for an effective and efficient government.

REVENUES

This budget provides a priority spending plan that attempts to minimize the tax burden on the County taxpayer. Yancey County has been rated the past several years by SmartAsset.com, a New York financial technology company, as one of the top five North Carolina places where taxpayers get the most “Bang for Their Buck.” This is very positive recognition from a national financial organization that is evidence to taxpayers that their County government leadership is operating this local government in a professional, businesslike manner.

The County’s primary sources of funding are property and sales taxes and state and federal grants. Property taxes constitute the County’s largest source of revenue. For Fiscal Year 2020-2021, management recommends that the property tax rate be maintained at the current rate of \$0.60 per \$100 of valuation. It is expected this rate will provide estimated total revenue of \$12,558,300 to the total general fund budget. The Yancey County Tax Department works diligently, but respectfully, with taxpayers to collect taxes owed to the County. Yancey County is ranked in the top half of North Carolina counties in collection of property taxes. The current property tax collection rate is 98.25%, which puts Yancey County in the range with our County of our population size;

The sales tax for the County continues to be a steady and reliable source of additional revenue for the County. A large percentage of sales tax is state-mandated to be distributed by the County to the Yancey County Board of Education for the provision of the public schools. Other revenue sources such as fees from building permits, deed filings, firearm permit fees and others are projected to be minor and they constitute only a small portion of the revenue for this budget. The remaining revenue sources include federal and state block grants for specific programs, primarily at the Department of Social Services, Senior Center and Transportation Department. As always, it is recommended that the Board continue to support property tax collection measures to ensure that outstanding tax revenue is collected.

MAJOR INITIATIVES AND EXPENDITURES

Yancey County is dedicated to sound fiscal management, capital planning and responsible day-to-day operations. Accurate budget projections and a disciplined approach to budget administration have allowed the County to successfully address our three primary goals: maintain the financial integrity of Yancey County; maintain essential public safety, health and human services, and make strategic investments necessary to support economic prosperity. The budget is a comprehensive document that addresses the fiscal needs of some 40-plus county departments, affiliated county/regional agencies and non-profit organizations.

1). **Community Health and Wellbeing:** Yancey County Commissioners put the Health and Wellbeing of our citizens first and foremost. Having a vibrant community first revolves around the health of our citizens. Yancey County was forced to bid out the EMS services due to the HCA buy out of Mission. During this process the Commissioners decided it was in the best interest of the County to take over the emergency medical services for Yancey County. This will ensure that the same great level of service that we (Yancey County Citizens) are accustomed to will remain the same. This proposed budget reflects an expense amount of \$2,457,596 going toward EMS Services with an offsetting revenue of \$1,300,000. While the Yancey County Commissioners realize this is a huge expense for the county to undertake, they also realize that there is no better way to spend tax payers dollars than on the health and wellbeing of our citizens.

2). **Public Schools and Education:** Yancey County Schools continue to do great things to improve educational performance among our students. Yancey County students perform extremely well on all statewide measurement factors. The Yancey County Commissioners are aware that many different situations may arise during this 2020-2021 school year and funds will need to be moved accordingly. With the COVID-19 pandemic remote learning, food delivery and continuation of non-certified staff payroll assurance was among the highest concern. The Yancey County Commissioners have allotted \$3,338,872 of the County's budget to the Yancey County School System to be used accordingly. This figure will include the School System taking over the trash removal services at each school facility. Take notice that the Commissioners will continue to give the Teacher Supply Monies to help offset some of the out of pocket expense that teachers incur. This money is not included in the allotted amount above. Also, not included in the total amount above is the two School SRO officers. Yancey County Commissioners, Sheriff's Office and the Yancey County School Board are all dedicated to making sure the safety of our students is number one. The Sheriff's Office will continue to dedicate an officer at the East Yancey Middle School during operational school days as well as overseeing a shared officer between Micaville and South Toe Elementary Schools. The Sheriff's Office still plans to absorb the SRO officers at the Cane River Middle and Mountain Heritage High School as they retire, the incoming officer will be hired and paid through the Sheriff's Office. By doing this, it will broaden the officers' jurisdiction. The Yancey County Sheriff's Office will always have an officer on school grounds when school is in session by having more employees to pull from.

3). **Mayland Community College** While primarily supported with state funds, Mayland Community College depends on all three counties: Yancey, Mitchell and Avery for operational expenses. Yancey County has historically funded the

community college at the level of the other partner counties. Mayland Community College operation costs are funded in this proposed budget with an appropriation of \$367,783.

4). **East Yancey Water and Sewer Project:** This major infrastructure project had been in the planning and development phase since the 1990s when Yancey County took the lead for the project from the Town of Burnsville in the early 2000s. Several years ago Yancey County began construction on the wastewater treatment plant and collection system to serve the greater Micaville area. The Micaville collection system is active and accepting customers. Micaville Elementary School is connected to the system, relieving the school system from having to pump and haul waste as a result of their failed onsite system. The County has contracted with the Town of Burnsville to operate and administer the day-to-day operations of the wastewater treatment plant and collection system as they have the manpower, equipment and expertise necessary. The Town has exercised the option to purchase the system as originally anticipated, and the transfer will occur upon complete of the remaining designed collection system. This budget provides an appropriation of \$50,000 to cover the cost of operation, maintenance and future improvements for the East Yancey Wastewater Treatment Plant and Collection System. Furthermore, the County has secured state grant and loan funds to complete the remaining sections of the collection system from Windom to the Burnsville city limits. Currently Yancey County is waiting on ARC to approve the environmental assessment; this is expected to be in place by late summer and construction beginning in the fall.

5). **Yancey County Sheriff's Office:** The County is committed to continuing appropriations necessary for the Sheriff to provide for the safety and security of our community. The Sheriff manages several sections of the County budget. The Sheriff is responsible for the Sheriff's Department budget of \$1,685,326 which includes patrol and investigations, Sheriff Dispatch budget of \$332,823; County Detention Facility budget of \$1,221,764; County Grounds Security budget of \$179,682; and the "Non-Departmental Juvenile Inmate Confinement" budget of \$5,000. The total appropriated by this budget and managed by the Sheriff is \$3,424,595 which is approximately 13.5% of the total general fund budget.

6). **Yancey County Department of Social Services:** During the 2019-20 fiscal year, Yancey County DSS partnered with the High Country Workforce Development Board (Mayland Community College) Workforce Innovation and Opportunity Act (WIOA) OJT

Agency to employ and provide on-the-job (OJT) training services for eligible candidates. Eligible candidates received training in accordance with the contract between Yancey DSS and the WOIA OJT Agency for a period of 120 days. During the training period, Yancey DSS was reimbursed for 50% of the gross wages of the program participants from the OJT grant. Yancey DSS was able to retain two of the three employees participating in the program and plans to continue utilizing these services to find and train qualified candidates

7). **Economic Development:** Yancey County values our local business as well as new industry/ business recruitment. As always we strive to grow economically in Yancey County each year. A goal of Yancey County Commissioners is to have a variety of good paying jobs to sustain our citizens financial wellbeing. In this proposed budget you will find that the Commissioners are in agreement that this money is well spent and want to continue to ensure growth within our county by funding the EDC in the amount of \$60,000.

8). **Employee Compensation:** County employees work hard to provide a safe, secure, healthy and prosperous community. The economic circumstance over the past several years have resulted in more citizens seeking County assistance, whether it has been for vital social services, transportation, medical services or law enforcement. Having a workforce that can respond to those demands is critical. As the County's fiscal health has improved in recent years, every effort has been made to improve employee pay in order to recruit and maintain a great workforce. This budget looks at incorporating the second option of the Maps Group Pay study later this fiscal year and includes across the board pay increase for all employees of 2.0%, which is reflective of data from the federal Consumer Price Index (CPI).

9). **Community and Human Service Agencies:** Yancey County is fortunate to have many beneficial community agencies serving the vital needs of Yancey County's citizens. The County continues to support these initiatives by maintaining funding appropriations to the Parkway Playhouse, Toe River Arts Council, Yancey History Association, Yancey County Rescue Squad, Yancey County Literacy Council, Camp Funshine, the Middle School Health Centers, PATH of Western North Carolina (formerly Graham Children's Health Services), Compassionate Care WNC (formerly Yancey County Hospice), and others. The County provides critical financial support to these agencies that allows them to provide these various needed services to our community at a much greater return on investment than if performed directly by County government. The investments in these

agencies benefit every sector and demographic group in our county in a positive, meaningful way.

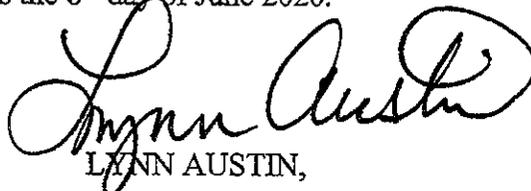
10). **Capital Improvements:** Yancey County has completed the first part of the Ray Cort Park project which included the stream restoration. The park restoration component will go to bid early this fiscal year. This proposed budget provides an appropriation of \$20,000 as a match to the N.C. Parks and Recreation Trust Fund.

Also, included in the capital improvements is the rear parking lot repair at DSS.

Budget Summary

Through the leadership of the Yancey County Commissioners together with the County employees we look forward to the vast array of accomplishments this budget projects. This budget offers many opportunities for our continued growth and financial success in the year to come.

Respectfully submitted on this the 8th day of June 2020.

A handwritten signature in black ink, appearing to read "Lynn Austin", written in a cursive style.

LYNN AUSTIN,
Yancey County Manager

YANCEY COUNTY BUDGET ORDINANCE FOR FISCAL YEAR 2020-2021

WHEREAS, pursuant to the provisions of North Carolina General Statutes 159-10, 159-11, and 159-12, each Department Head submitted budget requests and estimates of the financial requirements of each department in such form and detail as was prescribed by the Budget Officer and Finance Officer. Same were submitted in consideration of the associated Department Head's complete statement of amounts exhausted for each category of expenditures in the Budget Ordinance for the fiscal year 2019-2020, together with such estimated expenditures for the fiscal year 2020-2021 and with the estimation of the amount to be realized from each source of revenue. On April 20, 2020, the Budget Officer submitted a preliminary draft budget to the Yancey County Board of Commissioners for their consideration, complying in all respects with North Carolina General Statutes 159-13(b). On the same date, the Budget Officer also filed a copy of the preliminary draft budget in the Office of the Clerk to the Board of Commissioners, where it remained for public inspection; updated versions were substituted as they became available, until the adoption of the Budget Ordinance. Copies of same were also made available to all local news media, together with a statement being published to the effect that the budget has been submitted to the Board of Commissioners and was available for public inspection in the Office of the Clerk to the Board of Commissioners, and stating that a public hearing would be held on June 8, 2020 at 6:00 o'clock p.m. in the Courtroom of the Yancey County Courthouse in Burnsville, North Carolina. Such a public hearing was held at the designated time and place at which time persons who desired to be heard regarding the budget appeared before the Board.

WHEREAS, this Ordinance has been prepared pursuant to the requirements of Chapter 159 of the General Statutes of the State of North Carolina; and

NOW, THEREFORE, be it ORDAINED by the Board of Commissioners for the County of Yancey as follows:

Section One:

The appropriations made herein are for the maximum amounts necessary to provide the services and to accomplish the purpose described. Each Department Head shall affect savings and unexpended and unobligated portions of each appropriation shall revert to the appropriate fund at the end of the fiscal year.

Section Two:

Appropriations are hereby made for the fiscal year beginning July 1, 2020 and ending June 30, 2021 according to the following schedule (Appendix A):

Section Three:

There is hereby levied and authorized to be collected for the fiscal year 2020-2021 in accordance with Chapter 105 of the General Statutes of the State of North Carolina, a tax on all property situated in Yancey County, which tax shall be at the rate of sixty cents (\$.60) per one hundred dollars (\$100.00) assessed valuation of such property. It is further authorized that the 2020-2021 tax levy include an additional six and one-half cents (\$.065) per one hundred dollars (\$100.00) of valuation for the South Toe Fire District of South Toe Township; an additional eight cents (\$.08) per one hundred dollars (\$100.00) of valuation for the Pensacola Fire District of Pensacola Township; an additional six cents (\$.06) for the Double Island Fire District of Brush Creek Township; an additional seven cents (\$.07) for the Newdale Fire District of Crabtree Township; an additional seven and one-half cents (\$.08) per one hundred dollars (\$100.00) of valuation for the Burnsville Rural Fire Tax District of the Burnsville Township (non-municipal); an additional five cents (\$.05) per one hundred dollars (\$100.00) of valuation for the Egypt/Ramseytown Fire District of Egypt and Ramseytown Townships, and for the Clearmont Fire District of the Jacks Creek and Green Mountain Townships; and an additional four cents (\$.04) per one hundred dollars (\$100.00) of valuation for the West Yancey Fire District of Prices Creek and Cane River

Townships. The Board of Commissioners further authorizes the Budget Officer to modify the fire district budget up to the amount of collections. These rates are based on an estimated total assessed value for the purpose of taxation of two billion, one hundred thirty-six million, fifty-four thousand, six hundred ninety-eight dollars (\$2,136,054,698.00). Current year collections have been used to estimate the tax revenue for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Section Four:

The Budget Officer may transfer amounts between objects of expenditure within a department without limitation and without a report being required. The Budget Officer further is authorized to make amendments within departmental budgets in amounts not to exceed a total of \$10,000 per department. The Budget Officer may also transfer amounts up to \$10,000 between departments within the same fund with an official report on such transfers provided to the Board of Commissioners. The Budget Officer is also further authorized to execute any contracts or documents for which this budget has an appropriation made hereto.

Section Five:

The County Commissioners of Yancey County shall be compensated as follows: Chairman \$10,760.37 annually and Commission Members \$9,113.01 annually.

Section Six:

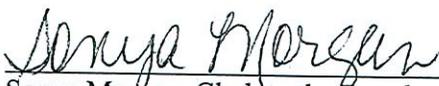
Copies of this Ordinance shall be furnished to the Finance Officer to be kept on file for her direction in the acceptance of revenues and the expenditure of amounts appropriated. Copies of this Ordinance shall also be furnished to the Clerk to the Board to be kept on file for examination by the public.

Section Seven:

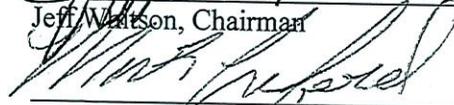
This Ordinance is effective July 1, 2020.

ADOPTED this 8th day of June, 2020.

Attest:

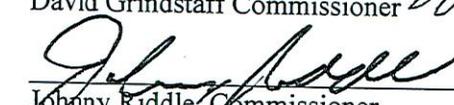

Sonya Morgan, Clerk to the Board


Jeff Watson, Chairman


Mark Ledford, Vice Chairman


Jill Austin, Commissioner


David Grindstaff Commissioner


Johnny Riddle, Commissioner



**YANCEY COUNTY
2020-2021 FISCAL YEAR BUDGET**

GENERAL FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
GENERAL REVENUES	\$137,500.00
LICENSE PLATE AGENCY	\$95,370.00
TAX COLLECTIONS	\$13,995,700.00
NONDEPARTMENTAL	\$4,906,198.00
CLERK OF COURT	\$19,500.00
REGISTER OF DEEDS	\$211,410.00
SHERIFF'S DEPARTMENT	\$89,174.00
JAIL	\$193,700.00
BUILDING INSPECTIONS	\$71,200.00
TRANSPORTATION	\$496,163.00
SANITATION	\$396,930.00
LANDFILL	\$127,919.00
MAPPING	\$500.00
DSS - ADMINISTRATION	\$2,436,383.00
DSS - INCOME MAINTENANCE	\$10,500.00
VETERAN SERVICES	\$2,182.00
CHILD DAY CARE	\$203,000.00
AGRICULTURAL REVENUES	\$4,132.00
SENIOR CENTER	\$259,932.00
EMS REVENUES	\$1,300,000.00
CULTURAL RESOURCE COMMISSION	\$16,000.00
RECREATION	\$64,200.00
TOE RIVER CAMPGROUND	\$229,700.00
EMERGENCY MANAGEMENT	\$20,625.00
TOTAL REVENUES:	\$25,287,918.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
GOVERNING BODY	\$145,605.00
MANAGEMENT	\$99,631.00

FINANCE	\$141,999.00
TAX ADMINISTRATION	\$487,310.00
LEGAL SERVICES	\$55,629.00
LICENSE PLATE AGENCY	\$140,842.00
CLERK OF COURT	\$4,600.00
BOARD OF ELECTIONS	\$266,234.00
REGISTER OF DEEDS	\$256,784.00
MAINTENANCE	\$360,090.00
MAPPING	\$156,552.00
INFORMATION TECHNOLOGY	\$105,241.00
NON-DEPARTMENTAL	\$1,094,961.00
SHERIFF'S DEPARTMENT	\$1,685,326.00
SHERIFF'S DISPATCH	\$332,823.00
COUNTY DETENTION FACILITY	\$1,221,764.00
NONDEPARTMENTAL	\$5,000.00
COUNTY GROUNDS SECURITY	\$179,682.00
EMERGENCY MANAGEMENT	\$96,387.00
BUILDING INSPECTIONS	\$123,719.00
MEDICAL EXAMINER	\$16,000.00
FIRE MARSHALL/RESCUE/FIREFIGHTERS ASSOC	\$77,258.00
E-911 NONSURCHARGE	\$446,233.00
EMS OPERATIONS	\$2,457,596.00
TRANSPORTATION - ADMIN	\$136,579.00
TRANSPORTATION - OPERATIONS	\$230,701.00
TRANSPORTATION - E&D PROGRAM	\$134,184.00
TRANSPORTATION - CAPITAL	\$37,000.00
TRANSPORTATION - 5310 GRANT	\$69,347.00
SANITATION	\$1,357,268.00
RECYCLING	\$167,662.00
LANDFILL	\$252,838.00
FORESTRY	\$63,381.00
COUNTY PLANNER	\$50,602.00
ECONOMIC DEVELOPMENT	\$262,738.00
AGRICULTURAL EXTENSION	\$242,383.00
SOIL & WATER CONSERVATION	\$92,828.00
MENTAL HEALTH	\$56,000.00
TOE RIVER HEALTH DISTRICT	\$414,945.00
DSS - ADMINISTRATION	\$668,107.00

DSS - INCOME MAINTENANCE	\$1,430,941.00
CHILD SUPPORT ENFORCEMENT	\$80,157.00
DSS - CHILDREN & FAMILY SERVICES	\$2,472,001.00
VETERAN SERVICES	\$19,169.00
CHILD DAY CARE	\$394,814.00
SENIOR CENTER	\$401,106.00
PUBLIC SCHOOLS	\$3,717,155.00
COMMUNITY COLLEGES	\$367,783.00
LIBRARY ALLOC/R&M BUILDING	\$120,620.00
CULTURAL RESOURCES COMMISSION	\$9,650.00
RECREATION	\$150,822.00
CRG - ADMINISTRATION	\$180,791.00
TOE RIVER CAMPGROUND	\$203,931.00
CONT TO OTHER FUNDS	\$1,545,149.00
TOTAL EXPENSES:	\$25,287,918.00

SUPPLEMENTAL FUNDS

GRANT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
JCPC ADMINISTRATION	\$3,828.00
MOUNTAIN CHALLENGE	\$33,717.00
DJJDP - JUVENILE MEDIATION	\$3,781.00
DJJDP - PROJECT CHALLENGE	\$33,004.00
DJJDP - SENTENCING CIRCLES	\$8,000.00
DJJDP - CROSSNORE SCHOOL	\$6,375.00
CONTRIBUTION FROM GENERAL FUND	\$25,385.00
TOTAL REVENUES:	\$114,090.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
JCPC - ADMIN GRANT	\$3,828.00
MOUNTAIN CHALLENGE	\$48,870.00
DJJDP - JUVENILE MEDIATION	\$4,537.00
DJJDP - PROJECT CHALLENGE	\$39,605.00
DJJDP - SENTENCING CIRCLES	\$9,600.00

DJJDP - CROSSNORE SCHOOL	\$7,650.00
TOTAL EXPENSES:	\$114,090.00

E-911 SUCHARGE FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
ENHANCED 911 REVENUES	\$152,876.00
CONTRIBUTION FROM FUND BALANCE	\$0.00
TOTAL REVENUES:	\$152,876.00
EXPENSES	
ENHANCED 911 EXPENDITURES	\$152,876.00
TOTAL EXPENSES:	\$152,876.00

REGISTER OF DEEDS AUTOMATION FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
AUTOMATION REVENUES	\$10,000.00
TOTAL REVENUES:	\$10,000.00
EXPENSES	
AUTOMATIN EXPENSES	\$10,000.00
TOTAL EXPENSES:	\$10,000.00

REVALUATION FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$40,000.00
TOTAL REVENUES:	\$40,000.00
EXPENSES	
REVALUATION EXPENSES	\$40,000.00
TOTAL EXPENSES:	\$40,000.00

FIRE DISTRICT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
FIRE DEPT REVENUES	\$1,500,000.00
TOTAL REVENUES:	\$1,500,000.00
EXPENSES	
FIRE DEPT EXPENDITURES	\$1,500,000.00
TOTAL EXPENSES:	\$1,500,000.00

MULTI-YEAR CAPITAL PROJECT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$50,000.00
TOTAL REVENUES:	\$50,000.00
EXPENSES	
EAST YANCEY SEWER PROJECT START-UP	\$50,000.00
TOTAL EXPENSES:	\$50,000.00

DEBT SERVICE FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$1,329,764.00
FEDERAL GOVT INT REIM - LIBRARY	\$17,987.00
TOTAL REVENUES:	\$1,347,751.00
EXPENSES	
LIBRARY DEBT SERVICE	\$90,288.00
OLD FOREST SERVICE OFFICE BLDG	\$45,102.00
JAIL DEBT SERVICE	\$217,794.00
SENIOR CENTER BUILDING	\$41,060.00
BLUE RIDGE ELEMENTARY SCHOOL	\$953,507.00
TOTAL EXPENSES:	\$1,347,751.00

At Blue Ridge Regional and across Mission Health, we remain diligent in our fight against COVID-19, and want to provide you with an update about the thoughtful and deliberate steps we're taking to return to standard operations during this ever-evolving pandemic. We recognize that these are uncertain times and you may have concerns about receiving medical care, even more so than normal.

As always the health and safety of our patients, caregivers, and communities is our top priority. The precautions we've taken and the new protections we've put in place make our clinical care facilities the safest possible place to receive healthcare at this time. Over the past few months, our hospital and facilities have maintained strict standards while following updated guidance from the Centers for Disease Control and Prevention (CDC). As we carefully prepare for the re-opening of many postponed services, including: Surgical Procedures, Radiological Procedures, and Cardiac Rehab and Stress Testing, we have introduced enhanced precautions to ensure a safe environment for all involved.

Here are a few of the ways we are working to ensure your safety:

- **Updated visitor and companion policies for Surgical Procedures Only** – We are currently limiting patients to one (1) essential visitor/companion. Otherwise, we remain at a Level 3 visitation—no visitors except for pediatric patients.
- **Infection prevention precautions** – We thoroughly clean and sanitize all patient waiting rooms, exam rooms, and other care areas according to the recommendations of the Centers for Disease Control and Prevention (CDC). The following infection control measures are readily available for our patients and visitors: masks, alcohol-based hand sanitizers, tissues, hand soap, and waste receptacles. We have taken extra steps by removing shared items like magazines.
- **Screening** – We are screening all patients and visitors for symptoms of cough, shortness of breath, or fever prior to entering the hospital or physician practices. In addition, we ask if they have any known exposures to a COVID-19 positive patient in the past 14 days. For precautionary measures, we are taking everyone's temperature as well.
- **Mask precautions** – All staff, patients, and essential visitors/companions will be asked to wear a mask and practice the universal masking guidelines.
- **Personal protective equipment (PPE)** – PPE is in use at levels recommended by the Centers for Disease Control and Prevention (CDC) and we are confident in our supply.
- **Social distancing** – All clinic staff, patients, and essential visitors/companions will adhere to social distancing guidelines. You may notice increased spacing of seating in common waiting areas and separation of patients in our waiting areas depending on their visit type (sick or well).

Over the last few months we have become aware that many across the region have not sought medical care for their urgent healthcare needs unrelated to COVID-19, due to fear and uncertainty about the safety of hospitals. We want to reassure you of the numerous additional protocols that we have implemented to ensure the safety of all who enter our facilities. We are here to take care of our community and we are well-equipped to handle any health concerns that may arise.

Please remember the following:

- **To keep your immune system strong** and your overall health in good condition, it's important that you follow your provider's regimen in controlling any chronic conditions, such as heart disease, diabetes, and asthma.
- **Don't ignore other health concerns**, which could place you at greater risk of complications.
- **Come in for regularly scheduled visits** and take your prescribed medications.

Blue Ridge Regional and Mission Health remain focused on providing our patients with outstanding care. Our facilities are part of a comprehensive learning health system that uses data science from research, laboratory results and clinical excellence from 2000+ sites of care to drive superior, evidence-based and patient-centered care.

As we continue to monitor the dynamic shifts of the COVID-19 pandemic, we will provide periodic updates on our continued efforts to care for our patients, caregivers and community. For up-to-date information and answers to frequently asked questions, please visit us at missionhealth.org/covid-19.

Tonia W. Hale, DNP, MA, RN
CEO/CNO Blue Ridge Regional Hospital

MEMORANDUM OF AGREEMENT

Between the
North Carolina Cooperative Extension Program/North Carolina Agricultural and Technical State University
And
Yancey County

The Memorandum of Agreement is to provide for the establishment of a procedure at North Carolina Agricultural and Technical State University to be of service to Yancey County in a payroll program that places **Jordan L English** who is employed with Cooperative Extension at N.C. A&T (either jointly or entirely paid by said county) under one payroll system. The State Auditor and Auditors of the agencies shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute §147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Yancey County, hereinafter designated as said county, and Cooperative Extension at N.C. A&T/North Carolina Agricultural and Technical State University, hereinafter designated NCA&TSU, shall adhere to the following provisions:

1. Purpose of Procedure – The purpose of the procedure is to provide a mechanism whereby funds can be transferred from Yancey County to NCA&TSU for use in paying the salary and benefits to Cooperative Extension employees of said county and NCA&TSU in a single monthly paycheck.
2. Procedure for Providing Funds to the Account – NCA&TSU’s Contracts and Grants Office will bill said county for their portion of the gross amount of the monthly payroll and proportionate benefits related to the county employee. Upon receipt of the invoice, said county will reimburse the specified amount to NCA&TSU. In lieu of receiving paper checks, said county may complete and return a State Treasurer’s Electronic Payment System (STEPS) form with the Memorandum of Agreement to establish an electronic reimbursement process.
3. Administration of the Funds – The funds will be maintained in accordance with NCA&TSU accounting policies and procedures.
4. Employee Benefits – Affected employees will participate in the North Carolina Retirement System and accompanying North Carolina Disability Income Plan. They also will be eligible for NCA&TSU employee benefits for which they are entitled. Affected employees will follow NCA&TSU’s personnel policies and procedures. Leave maintenance will be administered entirely by the NCA&TSU. Said county will be responsible for providing their proportional share of benefits.
 - a. County may indicate below their desire to provide monies to Cooperative Extension employees for payment of an employer matching benefit for the NC

401(k) or other tax deferred programs. These monies will be paid in a lump sum on an annual basis and will not be included in the monthly base salary. Official notification in writing from said County of the lump sum dollar amount to be paid to each employee will be processed for payment and billed to the County for reimbursement to NCA&TSU.

Yes No

b. County may indicate below if they desire to "lock-in" their proportional salary funding percentage which will apply throughout the course of this Memorandum of Agreement. Indicating "yes" will provide future salary compensation for Cooperative Extension employees as approved by the Legislature and implemented by the Office of the President, North Carolina University System. These compensation components include, but are not limited to: cost of living adjustments (COLA), merit adjustments, bonuses (in any form conveyed), and promotions and/or reclassification adjustments.

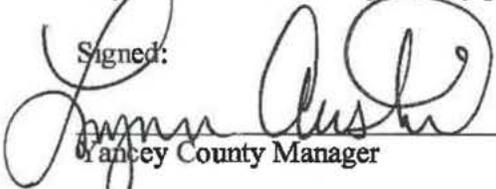
Lock-In: Yes No

5. Budget and Support – Current Proportional Salary Funding Agreement

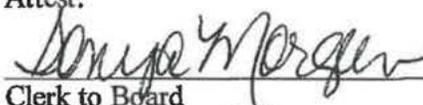
County Percentage: 50%

North Carolina A&T State University Percentage: 50%

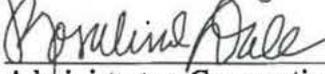
Signatures of the persons below authorize the execution of the Memorandum of Agreement, commencing on July 6, 2020 and continuing year to year. This Agreement may be terminated at any time by providing no less than sixty (60) days written notice.

Signed: 
Wayne County Manager

6/8/20
Date

Attest: 
Clerk to Board

6/8/2020
Date


Administrator, Cooperative Extension at N.C. A&T
North Carolina A&T State University

08/07/2020
Date


Vice-Chancellor for Business & Finance
North Carolina A&T State University

8/16/20
Date

Yancey County Building Inspections Dept.
Permit Fees and Proposed Changes for 2020

Permit Type:	Yancey Current	Yancey Proposed	Madison 2020	Mitchell 2020
New Single Family	150.00/to 1000 sqft	200.00	275.00	170.00
Over 1000 sqft	.14/sqft Heated, .07 Unheated	.16 & .10	350.00	.15 & .09
Res. Additions	150.00 + .14 sqft over 1000sqft	175.00 + .16	175.00-325.00	100.00 + .15/sqft
Deck, Workshop, Garage, etc	.07 persqft	125.00	125.00-250.00	.12 persqft
Singlewide M Home	100.00	125.00	100.00	70.00
Doublewide M Home	175.00 + 75 w/basement	same	130.00	120.00
Modular	150.00	175.00	same as new Const	190.00
Commercial (new)	250.00 + .18 over 1000sqft	375.00 + .20	425.00 + .18	300.00 + .19
Commercial Remodel	200.00 + .18 over 1000sqft	300.00 + .20	350.00 + .14	200.00 + .19 up 500 sqft
New Elect. Up to 200 Amp	75.00	100.00	60.00	70.00
New Elect. Over 200 Amp	100.00	125.00	60.00	70.00 +10.00 per 100 A
Reconnect Elect.	50.00	Same	60.00	70.00
Plumbing Only	75.00	Same	60.00	70.00
Mech/Plmb Combo	75.00	100.00	100.00	125.00
Sprinkler System	75.00	100.00	100.00	.05 persqft

Attachment M

Yancey County Building Inspections Dept:
Permit Fees and Proposed Changes for 2020

Fire Inspections	75.00	100.00	N/A	75.00
Swimming Pool	75.00	100.00	100.00	75.00-125.00
Flood Dev. Permit	100.00	75.00 Res, 125.00 Comm	25.00	125.00
Watershed Dev.	0	75.00	50.00 + Hearing	N/A
Cell/Comm Towers	75.00	1500.00	600.00	5,000.00 Min

*Other fees not listed on this report are comparable with neighboring counties and will remain at the current rate

AGREEMENT FOR EMS CLINICAL TRAINING

MAYLAND COMMUNITY COLLEGE

AND

YANCEY COUNTY EMS

AGREEMENT

This Agreement, made and entered into this the 1st day of July, 2020 and between MAYLAND COMMUNITY COLLEGE, of Spruce Pine, North Carolina, the Administrative Authority, hereinafter referred to as "COLLEGE", and YANCEY COUNTY EMS, Newland, North Carolina, the Service Agency, hereinafter referred to as "SERVICE".

WITNESSETH:

WHEREAS, the COLLEGE is engaged in the training of students for EMS State approved courses, including EMR, EMT, AEMT, and Paramedic.

WHEREAS, in order to facilitate such a program, the use, assistance and cooperation of a Service Agency such as the SERVICE is necessary, and the above-named SERVICE has agreed to act in such capacity.

NOW THEREFORE, in consideration of the mutual obligations stated hereinafter below and the benefits according to each of the parties hereto, the COLLEGE and SERVICE do hereby enter into this AGREEMENT upon following terms, covenants and conditions.

1. The term of this AGREEMENT shall commence on July 1st, 2020 and end on June 30th, 2024
2. This AGREEMENT may be renewed by mutual consent of the parties on a four year basis. In the event the parties should desire to renew this AGREEMENT, the consent of both parties as to renewal and the terms and conditions therefore shall be obtained, and a new contract executed by the parties, at least thirty (30) days prior to termination of this AGREEMENT as set forth in Paragraph 1 above.
3. The COLLEGE agrees:
 - A. That all EMS students shall be enrolled in a state approved academic EMS training course
 - B. That the total number of students to be assigned to the SERVICE shall be agreed upon by both parties and shall meet the standard established by the North Carolina Office of Emergency Medical Services.
 - C. To employ qualified faculty for EMS programs.
 - D. That the faculty shall work in close relationship with the SERVICE'S staff through the EMS Director.

- E. To provide the SERVICE with a course outline for each level of instruction, the clinical experience needed in the SERVICE, and the course objectives. The clinical supervisor will meet with the SERVICE'S EMS Director to develop a work schedule for the students.
 - F. To provide the SERVICE with a list of the name, address, and phone number of the clinical instructor(s), and a complete roster and schedule of the students who will be doing their clinical rotations during a given period, at least one week in advance of the first scheduled clinical date.
 - G. To ensure the clinical supervisor(s)is/are aware of and provide students with orientation to the general established framework of the SERVICE'S policies, including confidentiality and employee health. The COLLEGE will require all students and clinical supervisor(s)to, prior to beginning the clinical rotation.
 - (1) Show proof of Tuberculin test within the past twelve (12) months and, 2) Rubella immunization after fifteen (15) months of age and/or titer.
 - (2) Complete a health screening form (provided by the SERVICE). The COLLEGE will maintain documentation of these health screening tests and forms.
 - H. To Require students to wear the adopted uniform, and to inform the clinical supervisor(s) at least 30 minutes prior to regular scheduled assignment in the event absence is necessary due to illness.
 - I. To require each student and faculty member to be insured for negligent acts and/or omissions in the minimum amount of \$1,000,000.00 for each claim and \$1,000,000,000 aggregate. The COLLEGE agrees to provide the SERVICE a certificate or certificates of coverage evidencing insurance coverage as require herein and to notify the SERVICE immediately in the event of cancellation or modification of said policy or policies of insurance.
4. The SERVICE agrees:
- A. To accept, subject to the provisions of this AGREEMENT, faculty and students, providing the opportunity for clinical practice and learning experiences.
 - B. Clinical supervisor(s) in identifying clinical learning experiences consistent with EMS.
 - C. To encourage the SERVICE'S staff to support the purposes of this educational program.
5. It is understood and agreed between the parties that the SERVICE reserves the privilege to refer to the COLLEGE, any student found to be lacking in ability to develop qualities essential to EMS, for ill health, or for failure or unwillingness to conform to the regulations and routines of the SERVICE, as well as the right to recommend withdrawal of any student for reasons of unsatisfactory performance, violation of policies and/or misconduct.
6. It is understood and agreed between the parties that the SERVICE reserves the privilege of referring to the COLLEGE, any faculty member deemed to be incompetent or who fails or is unwilling to conform to the regulations and routines of the SERVICE.
7. The SERVICE will retain full responsibility for the care of the patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients. The COLLEGE is responsible for the supervision of the education of undergraduates and graduate students and residents. Both

parties mutually agree that to investigate any liability claims from any person whomsoever, they shall each make sure information and evidence as the other has available to each other, including permission for on-site access as may be desired for any investigation.

8. In the performance of this AGREEMENT, the parties do agree not to discriminate against the students and clinical instructor(s) on the basis of age, race, color, sex, religion, national origin, or handicap.
9. Notwithstanding anything herein to contrary this AGREEMENT may be terminated in no less than thirty (30) days or more than one quarter by either of the parties hereto upon written notice to the other party, provided however, that the students shall be permitted to complete the clinical rotation then in progress.
10. This AGREEMENT shall be interpreted, construed, and governed according to the laws of the State of North Carolina.

IN WITNESS WHEREOF, MAYLAND COMMUNITY COLLEGE has caused these presents to be executed by the chairman of its Board of Trustees and its Administrative Officer, by order and approval of its Board of Directors duly made, the day and year first above written and

IN WITNESS WHEREOF, YANCEY COUNTY EMS has caused these presents to be signed in its corporate name by its Administrator by order and approval of its Board of Trustees made, and attested the day and year first above written.

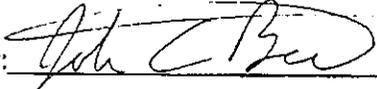
COLLEGE

SERVICE

MAYLAND COMMUNITY COLLEGE

YANCEY COUNTY EMS

By:

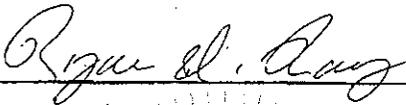

John C. Boyd, President

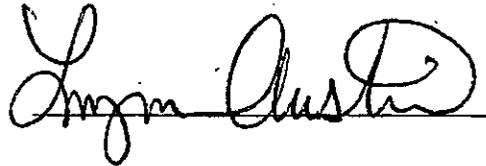
By:


Clayborn Carroll, Director

ATTEST:

ATTEST:


07/21/2020



my commission expires
03/2023

Yancey County EMS
2020 Medicare Allowable Amounts

Yancey EMS	2020 Medicare Allowable (Rural)	Current Charge	150% above MFS Current Charge	175% above MFS Current Charge
BLS NonEmer A0428	\$227.23	\$367.00	\$340.85	\$397.65
BLS E A0429	\$363.57	\$589.00	\$545.36	\$636.25
ALS NonEmer A0426	\$272.68	\$440.00	\$409.02	\$477.19
ALS E A0427	\$431.74	\$697.00	\$647.61	\$755.55
ALS 2 A0433	\$624.89	\$1,009.00	\$937.34	\$1,093.56
Spec Care A0434	\$738.50	\$1,192.00	\$1,107.75	\$1,292.38
Rural Mileage A0425	\$11.54	\$14.00	\$17.31	\$20.20
Treatment-No-Transport		\$200.00		
Morgue Transport		\$200.00		
MCD Roundtrip T2003*	\$474.00	\$474.00		

Prepared by: EMS Management & Consultants, Inc.

Attachment 0

Yancey County EMS
2020 Medicare Allowable Amounts

Yancey EMS	2020 Medicare Allowable (Rural)	Current Charge	115% above MFS Current Charge
BLS NonEmer A0428	\$227.23	\$367.00	\$261.31
BLS E A0429	\$363.57	\$589.00	\$418.11
ALS NonEmer A0426	\$272.68	\$440.00	\$313.58
ALS E A0427	\$431.74	\$697.00	\$496.50
ALS 2 A0433	\$624.89	\$1,009.00	\$718.62
Spec Care A0434	\$738.50	\$1,192.00	\$849.28
Rural Mileage A0425	\$11.54	\$14.00	\$13.27
Treatment-No-Transport		\$200.00	
Morgue Transport		\$200.00	
MCD Roundtrip T2003*	\$474.00	\$474.00	

Prepared by: EMS Management & Consultants, Inc.

YANCEY COUNTY
CAPITAL PROJECT ORDINANCE FOR
RAY-CORT PARK RENOVATIONS

BE IT HEREBY ORDAINED by the Yancey County Board of County Commissioners that, pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes, the following capital project ordinance is hereby adopted:

SECTION 1: That the project authorized hereby is the development of the Ray-Cort Park for the citizens of Yancey County.

SECTION 2: Yancey County staff is hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

SECTION 3: The following revenues and resources are anticipated to be available to complete the project activities:

Revenues:

From:	Amount:
Appropriation from General Fund	\$ 172,000
Federal Grant – US Fish & Wildlife	\$ 34,000
State Grant – NC Division of Water Resources	\$ 34,000
State Grant – Community Conservation Assistance Program	\$ 10,000
NC Division of Parks & Recreation – PARTF Grant	\$ <u>250,000</u>
Total:	\$ 500,000

SECTION 4: The following expenditures are hereby appropriated for the project activities:

Expenditures:

For:	
Application Preparation	\$ 2,500
Project Administration	\$ 29,960
Storm Water and Stream Restoration	\$ 67,040
Fitness and Playground Equipment	\$ 187,700
Outdoor Classroom, Plaza Structure & Equipment	\$ 80,000

Sidewalk Extension, Trails & Pedestrian Bridges	\$ 38,995
Parking Areas at Picnic Area & Pool/Fitness Area	\$ 63,540
Rain Garden & Landscaping	\$ 20,900
Contingency	\$ <u>9,365</u>
Total:	\$500,000

SECTION 5: The Yancey County Finance Office is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes.

SECTION 6: The Yancey County Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any other direction, authorization, or consent, including without limitation any and all contract documents, change orders, and any other such documents as may be necessary to give direction to architects, contractors, and others in completing this capital project. Further that the County Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as he/she deem necessary, according to the law. Further that the County Manager shall from time to time report to the Board of Commissioners as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

SECTION 7: Copies of this capital project ordinance shall be made available to all Yancey County staff for the purposes of direction in carrying out the completion of this capital project.

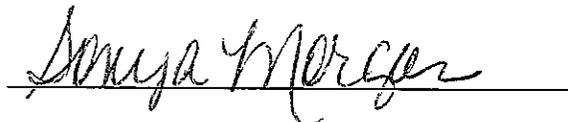
SECTION 8: This capital project ordinance is adopted on this the 8th day of June, 2020 for the purpose of setting revenues and expenditures per North Carolina General Statute 159.



Hon. Jeff Whitson, Chairman

Yancey County Board of Commissioners .

Attest:



Sonya Morgan, Clerk to the

Yancey County Board of Commissioners

