



AGENDA PACKET

FOR

JUNE 14, 2021

REGULAR MEETING
OF THE
YANCEY COUNTY BOARD OF COMMISSIONERS



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JUNE 14, 2021
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 10, 2021 Regular Meeting Minutes**
 - b. Approval of May 10, 2021 Closed Session Minutes**
 - c. Approval of First Citizens Bank Proposal for Vehicle Purchase Program**
 - d. Approval of Memorandum of Understanding (MOU) with Town of Burnsville for Water Line Extension**
 - e. Approval of FY 2020-21 Budget Amendments #s 7, 8, 9**
 - f. Approval of Road Naming Request – Kind Hearts Way**
 - g. Approval of Tax Refund – McKinney**
 - h. Approval of Application for Property Tax Relief – Hopson**
 - i. Approval of FY 2021-22 DSS Attorneys’ Contracts for Legal Services**
 - j. May 2021 Tax Collection Reports – Informational**
 - k. Gypsy Moth Treatment Notice – Informational**
- V. Girl Scout’s Project – Autumn Silver**
- VI. Yancey County Fiscal Year 2021-22 Budget**
 - a. 2021-22 Budget Message – Lynn Austin, County Manager**
 - b. PUBLIC HEARING**
 - c. Consideration and Adoption**
- VII. Project MCHP NC Rural Economic Development Building Reuse Program – Jamie McMahan**
 - a. RESOLUTION**
 - b. Application**
- VIII. County Manager’s Report – Lynn Austin**
 - a. Yancey County Personnel Policy**
 - b. Projects Updates**
- IX. County Commissioners’ Report**
- X. County Attorney’s Report – Donny Laws**
- XI. Public Comments**
- XII. Adjourn**



CONSENT AGENDA ITEMS

Description

The consent agenda presented for the June 2021 Regular Meeting includes the following for review and approval:

- a. Approval of May 10, 2021 Regular Meeting Minutes
- b. Approval of May 10, 2021 Closed Session Minutes
- c. Approval of First Citizens Bank Proposal for Vehicle Purchase Program
- d. Approval of Memorandum of Understanding (MOU) with Town of Burnsville for Water Line Extension
- e. Approval of FY 2020-21 Budget Amendments #s 7, 8, 9
- f. Approval of Road Naming Request – Kind Hearts Way
- g. Approval of Tax Refund – McKinney
- h. Approval of Application for Property Tax Relief – Hopson
- i. Approval of FY 2021-22 DSS Attorneys' Contracts for Legal Services – *The county attorney has reviewed the contracts and has approved as to form.*
- j. May 2021 Tax Collection Reports – Informational
- k. Gypsy Moth Treatment Notice – Informational

Item Presenter

Board Action Requested

Approve the Consent Agenda Items

Minutes of the May 10, 2021
Regular Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held May 10, 2021 were Chairman Jeff Whitson, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan. Members of the media and the general public attended the meeting. Commissioner David Grindstaff joined the meeting during the County Manager's Report.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

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

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda. Commissioner Austin seconded the motion. By vote 4 - 0, the agenda was approved. (Attachment A)

Consent Agenda

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

- a. Approval of April 12, 2021 Regular Meeting Minutes
- b. Approval of Juvenile Crime Prevention Council (JCPC) Funding Plan 2021-2022 (Attachment B)
- c. Approval of Republic Services Third Amendment to Transfer Station Operation, Transportation and Disposal Agreement (Attachment C)
- d. Approval of Memorandum of Understanding between Mitchell and Yancey Counties for Industrial Site Acquisition, Development, and Marketing (Attachment D)
- e. April 2021 Tax Collection Reports – Informational (Attachment E)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Ledford made a motion to approve the consent agenda, which was seconded by Commissioner Riddle. By vote of 4 – 0, the consent agenda was approved.

Appointment

Tammy McEntrye, Clerk of Superior submitted a request to the Board to reappoint Shirley Bryant as the Yancey County jury commission appointee. (Attachment F) Commissioner Riddle made a motion to reappoint Shirley Bryant as the jury commission appointee for Yancey County. Commissioner Austin seconded the motion. By vote 4 - 0, the motion was approved.

County Manager's Report

(Commissioner Grindstaff joined the meeting.) County Manager Austin addressed the Board and reported information for ongoing projects are being discussed in the budget work sessions. County Manager Austin asked Michael Harris, Transportation Director, to discuss the contracts with non-emergency medical transportation (NEMT) providers for county residents covered under Medicaid Managed Care. (Attachment G) Mr. Harris reported he had been in discussion with OneCall and ModivCare and indicated participation with the providers would be

mandatory. Mr. Harris said he had been working on the documents with County Attorney Donny Laws. Mr. Laws indicated he had reviewed the documents as to form and some of the contracts had an arbitration provision that was inappropriate for county governments, but included an opt-out provision. He advised the Board to approve NEMT contracts contingent upon review by the county attorney, authorize County Manager Austin to sign the contracts, and direct County Management to proceed with the opt-out provision within the 30 days provided for in the contract. Mr. Harris reported the state had provided a cost model and the parties had agreed to an acceptable rate. He also indicated that this would result in a change to rates. Commissioner Ledford made a motion to approve the NEMT contracts subject to review by County Attorney Laws, to authorize County Manager Austin to sign the contracts, and to direct County Management to proceed with the opt-out provision for arbitration in the contracts. Commissioner Austin seconded the motion. By unanimous vote, the motion was approved.

Mr. Harris also reported the Transportation Department had received CARES Act funding used to cover operational expenses and the deadline to expend the funds was extended to the next fiscal year. Mr. Harris said he would like to give transportation employees hazard pay for working during the pandemic. County Manager Austin commended Mr. Harris for consideration of his staff, but said there was not enough funding to award all county employees with hazard pay working during the pandemic. County Attorney Laws advised the Board not take action at the meeting or until the county had adopted personnel policies covering hazard duty pay. Mr. Laws encouraged County Manager Austin to investigate to see if the CARES Act funding could be used for hazard pay. Commissioner Ledford made a motion to table the matter, with Commissioner Grindstaff seconding the motion. By unanimous vote, the motion was approved.

County Manager Austin asked Jamie McMahan to give an update on a possible economic development agreement with Madison County. Mr. McMahan reported that he had met with Madison County commissioners and economic development commission and the group expressed interest in partnering with Yancey County in a similar agreement as to the one with Mitchell County approved on the consent agenda. A discussion ensued regarding moving forward on negotiating the agreement to be brought before the Board for consideration.

County Commissioners' Report

Commissioner Riddle reported he had attended the Mayland Community College graduation. Commissioner Riddle said drive-through graduation was moving and proved to be a good. He expressed his appreciation to Dr. John Boyd, Mayland Community College President, who was in attendance at the meeting.

Chairman Whitson spoke and said he was proud to be in Yancey County because of the hard work and dedication of the EDC director, county manager, county finance staff, and his counterparts on the Board. Chairman Whitson reiterated his appreciation.

County Attorney's Report

County Attorney Laws indicated that he had matter to discuss in closed session regarding the opioid settlement.

Public Comments

Joe Ventrice, local Red Cross volunteer, updated the Board on some local Red Cross projects including "Sound the Alarm" program focusing on fire safety in the home.

Closed Session

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat. §143-318.11(a)(3) to consult with the county attorney on the opioid settlement. Commissioner Riddle made a motion to go into closed session, with Commissioner Grindstaff seconding the motion. The Board voted unanimously to enter closed session. Commissioner Riddle made a motion to leave closed session and reenter open session. Commissioner Grindstaff seconded the motion. By unanimous vote the Board voted to reenter open session. The Board did not take any action during closed session.

Adjournment

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

Approved and authenticated this the 14th day of June 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

Mark Ledford, Commissioner

(county seal)

Johnny Riddle, Commissioner



YANCEY COUNTY FINANCE OFFICE

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

Wednesday, June 9, 2021

Yancey County Board of Commissioners,

The Finance Office has received two proposals back for the vehicle purchase program, one from First Citizens and the other from First Capital Equipment Leasing. We have loans with both companies and I would recommend that we enter into agreements with First Citizens as they currently have the best rate. I have attached their proposals and have detail below as well:

First Citizens	1.97% for five (5) years with a payment of \$64,551.37 each year.
First Capital	3.20% for five (5) years with a payment of \$65,205.23 each year.

This is a savings of \$3,269.30 over a period of five (5) years.

Thank you,

Brandi Burleson
Finance Officer



June 1, 2021

To: Brandi Burleson, Finance Officer

Re: Proposal for 2021 Installment Purchase Contract, Yancey County, North Carolina

Following is our offer for the financing requested in the amount of \$305,000:

Rate Structure	Maturity	Payment Structure
1.97% BQ	6/1/2026	Annual principal and interest payments per RFP

This transaction can be closed using draft documents provided by First-Citizens Bank & Trust Company. There will be no closing costs or ongoing fees due to the Bank. In addition to executed transaction documents in form satisfactory to the Bank, you must provide an opinion of your attorney addressing certain matters, including, but not limited to:

1. The Borrowing Structure is valid, legal, binding, and enforceable;
2. The tax status of the interest component of payments due under the financing. The attorney's opinion must state that the borrowing is designated as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The borrowing entity must also designate the obligation as a "qualified tax-exempt obligation" prior to closing. It is recommended that this designation be included or recited in the borrowing ordinance/resolution. You or your advisors will be responsible for preparing and filing any IRS required documents.

The rate contained in this proposal is subject to change unless the loan is closed within 45 days of the date hereof. If you have any questions, please contact Courtney Dunlap at 803-931-1721 or me at 803-931-1723.

Thank you for the opportunity to submit this proposal.

First-Citizens Bank & Trust Company

By: Steve Groth
Director of Government Lending

The foregoing proposal is accepted and approval of rate and funding is requested:

Yancey County, North Carolina

By: _____

Title: _____

Date: _____

Yancey County 2021 IPC

Computation Interval: Annual

Nominal Annual Rate: 1.970%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	06/30/2021	305,000.00	1		
2	Payment	06/01/2022	64,551.36	4	Annual	06/01/2025
3	Payment	06/01/2026	64,551.37	1		

TValue Amortization Schedule - U.S. Rule, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	06/30/2021				305,000.00
2021 Totals		0.00	0.00	0.00	
1	06/01/2022	64,551.36	5,524.48	59,026.88	245,973.12
2022 Totals		64,551.36	5,524.48	59,026.88	
2	06/01/2023	64,551.36	4,845.67	59,705.69	186,267.43
2023 Totals		64,551.36	4,845.67	59,705.69	
3	06/01/2024	64,551.36	3,669.47	60,881.89	125,385.54
2024 Totals		64,551.36	3,669.47	60,881.89	
4	06/01/2025	64,551.36	2,470.10	62,081.26	63,304.28
2025 Totals		64,551.36	2,470.10	62,081.26	
5	06/01/2026	64,551.37	1,247.09	63,304.28	0.00
2026 Totals		64,551.37	1,247.09	63,304.28	
Grand Totals		322,756.81	17,756.81	305,000.00	

First Capital Equipment Leasing Corp. LeaseExperts.com™

Phone 800-541-0114 • Fax 800-403-3529 • Email: VPsales@LeaseExperts.com

June 9, 2021 June 9, 2021

Brandi Burluson, Finance Officer
Yancey County, North Carolina
Main PH: 828-682-3971 • Contact PH: 828-682-3971 • Email: Brandi.Burluson@yanceycountync.gov



CONFIDENTIAL

County Government Fleet Lease-to-Own Financing Quotation & General Terms Yancey County, North Carolina

Fleet Equipment to Be Financed:	(3) New Sheriff's Vehicles w/Law Enforcement Upfits & Equipment (5) New SUV's & Sedans Various Departments <i>Exact descriptions required</i>		
Anticipated Vendor Delivery/Payment:	T.B.D.		
Net Amount to Finance:	\$305,000.00	Program: MUNIL	
OPTIONS	4 Years	5 Years	6 Years
Payment Amount:	\$ 80,373.22 / Year	\$ 65,205.23/ Year	\$ 55,174.67 / Year
Fixed Interest:	3.286%	3.198%	3.198%
Rates Locked Thru The Closing Date:	June 23, 2021 <i>(After Wednesday, June 23, 2021, rates float until signed contracts are received)</i>		
Down Payment + Security Deposit:	Waived <i>(Due at Lease Signing)</i>		
Documentation & Legal:	\$687 <i>(Due at Lease Signing)</i>		
First Annual Lease Payment Due:	Aug 15, 2021 <i>(100% of funds available for vendor payments 3 business days after contract is received)</i>		

Our EXPERIENCE COUNTS! Call me at 800-541-0114 x-22!

Regards,
Bob Arnowitz
Vice President of Government Finance
Bob@LeaseExperts.com

Quotation Terms & Important Notes

I have CIRCLED my preferred Term & Payment Amount above. I have reviewed and approved this Financing Quotation and the Important Notes below. We're ready to go!

Approved By: _____
Title: _____ Date: _____

IMPORTANT NOTES ABOUT THIS QUOTATION:

*This is a confidential, tax-exempt, government fleet, lease-to-own financing quotation for Yancey County, North Carolina ("LESSEE"). This is a quotation only, not a contract or a commitment to finance by First Capital Equipment Leasing Corp. ("FCELC"). The final payment amounts, terms, and conditions for this offer are subject to a credit-based review, vendor and equipment approval, and applicable federal, state, and local laws. State, county, and municipal entities, special districts & authorities must qualify as issuers of tax-exempt debt under IRS Section 103 of 1986 as amended to be eligible. This QUOTATION is subject to change, correction, or withdrawal by FCELC. The "CONTRACT" will incorporate all terms and conditions as approved for this transaction and is the sole, entire, and final agreement between FCELC, Lessee and Assignee. The contract supersedes all previous offers and quotations. Vehicles and equipment (the "EQUIPMENT") is assumed to be new, is sourced by the Lessee from vendors of its choosing, and sold directly to the Lessee by those vendors. Vehicles and Equipment are subject only to FCELC's security interest during the lease term. THERE ARE NO MILEAGE CHARGES OR USAGE RESTRICTIONS. NO LEASE-END BUYOUT, RESIDUALS, FEES, OR BALLOON PAYMENTS. No special maintenance or condition requirements (only good condition and working order). NON-APPROPRIATION OF FUNDS provisions are INCLUDED where required by law. All Contracts include an EARLY PAYOFF SCHEDULE. VEHICLES ARE REGISTERED AND TITLED IN THE LESSEE'S NAME and remain in Lessee's name and possession during and after the lease. Vehicles and equipment are not turned back. This Quotation assumes that Lessee's total tax-exempt borrowing for the lease origination year will be under the IRS \$10MM "BQ" limit. (Other options available) The INTEREST RATE shown is the FIXED, effective annual rate. TIME IS OF THE ESSENCE: FCELC must receive Lessee's fully executed contract prior to the closing date (above), after which interest rates and payments may float until the actual closing date. FCELC may adjust the payment amount or interest rates offered based on changes in the transaction amount, timing, lease structure, equipment to be financed, FCELC's cost of funds after the closing date (above), material omissions or inaccuracies in the information provided to FCELC, or adverse changes in Lessee's financial status or credit rating prior to funding. (Adjustments, if required, will favor retaining the quoted payment amount). Lease payments do not include required insurance, title fees, sales, use or other taxes, tags, maintenance, consumables, vendor usage or "click" charges, delivery, or installation unless specifically included above. Vendor deposits, advances, or progress payments are not included unless previously approved in writing. * VENDORS ARE PAID AT THE LESSEE'S DIRECTION VIA BANK WIRE TRANSFER THREE (3) BUSINESS DAYS AFTER DELIVERY AND LESSEE'S UNQUALIFIED ACCEPTANCE OF THE EQUIPMENT, RECEIPT OF LESSEE'S PAYMENT AUTHORIZATION, INSURANCE AND DOCUMENTATION AS SPECIFIED IN THE VENDOR PROMPT PAYMENT NOTES. The information in this Quotation is not intended to be and should not be construed as "advice." FCELC IS NOT A MUNICIPAL ADVISOR, MUNICIPAL FINANCIAL CONSULTANT, FIDUCIARY, OR AGENT for any person or entity under Section 15B of the Securities Exchange Act of 1934, the municipal advisor rules of the SEC, or otherwise. FCELC acts for its account only and is not recommending that Lessee take any action with respect to this Quotation. Lessee should carefully review this Quotation and all FCELC documentation with such independent financial, tax, and legal advisors as it deems appropriate.*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into this the ____ day of _____, 2021 is between the Town of Burnsville, a North Carolina Corporate Body Politic, operating pursuant to North Carolina General Statute 160A (Town) and Yancey County, a North Carolina Body Politic, operating pursuant to North Carolina General Statute 153A (County). The Town and County are each a separate "Party" and shall collectively be referred to as the "Parties", for the purposes of facilitating the construction of public infrastructure to serve Little Leaf Farms, LLC manufacturing facility located on Highway 80 South, Yancey County, North Carolina.

WHEREAS, as part of its long-standing commitment to economic development and creating good paying jobs for the citizens and residents of Yancey County the County has successfully recruited Little Leaf Farms, LLC, a hydroponic farming company, to locate a manufacturing business site in Yancey County. The company will make a capital investment of over 90 million dollars and provide 100 local jobs. The business site is located in the jurisdiction of the County on Highway 80 South.

WHEREAS, The Town has an interest and desire to see the creation of economic growth, opportunity and jobs within the County.

WHEREAS, the Town owns and operates the only surface water treatment facility in Yancey County and at its discretion can supply water to homes, businesses, and public facilities outside its corporate limits through extensions of existing water infrastructure.

WHEREAS, Little Leaf Farms, LLC has requested that the County supply water infrastructure to its new business site on Highway 80 South. The Town has waterlines serving an area approximately 2 below from the Little Leaf Farms manufacturing site and is willing to extend service to the site.

WHEREAS, the estimated cost of the waterline extension project is 1.9 million dollars.

WHEREAS, the Town will own and maintain the infrastructure after construction.

WHEREAS, the parties are seeking grant funding for the project from the following funders:

Appalachian Regional Commission (ARC)-	\$300,000.00
Golden Leaf Foundation (GL)-	\$500,000.00
Economic Development Administration (EDA)-	\$1,200,000.00

WHEREAS, The Town will serve as the applicant for each grant and shall provide services as the fiscal agent throughout the administration of the grants.

WHEREAS, The ARC and EDA grants both require local matching funds; however, the funding of each grant, should it be obtained, coupled with the GL funding may be counted toward the local match amounts. In that event there would be no need for local funds to secure the match amounts.

WHEREAS, EDA requires a letter of commitment for the local matching funds at the time the application for their funding is submitted. The County will provide this commitment to pay the local match amount should all the grant funding awarded not cover the match amount.

WHEREAS, both ARC and EDA require a Preliminary Engineering Report and an Environmental Assessment Report prior to approval of funding for the project. The County will provide reimbursement to the Town for any costs associated with securing each of the required reports to the extent that the costs are not reimbursed by the grant funding.

WHEREAS, The Parties cooperation is necessary to facilitate the construction of the infrastructure to serve Little Leaf Farms, LLC and believe it is in the best interest of the citizens of Yancey County to facilitate the construction of this infrastructure.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, acknowledged by the Parties herein, the Town and County do hereby covenant and agree as follows:

1. The Town shall be the applicant and the fiscal agent for the ARC, EDA and GL grants, and any other grants determined to be necessary to fund the construction of the waterline extension, for the complete term of the grants and shall administer the grant funds for the sole purpose of facilitating the construction of water infrastructure to Little Leaf Farms, LLC manufacturing site on Highway 80 South, Yancey County, North Carolina.
2. The Town shall own and maintain said completed infrastructure thereafter.
3. The County shall provide a letter of commitment to any grant funder which requires one for the full cost of any local match and further that the County commits to provide funding for said local matches, should they be required. The County agrees to provide the matching funds as directed by the particular funder whether that be a direct payment or as a pass through to the Town.
4. The County shall reimburse the Town for any costs associated with the procurement of any engineering or environmental report required by project grant funders or any other necessary expense required by the grant funders. The Town agrees to use its best efforts to procure the most reasonable price from any qualified responsive bidder for services related to preliminary reports or any other services needed to secure grant funding.
5. This MOU shall be binding upon the Parties and their assigns or predecessors in interest.

6. This MOU may only be amended by the Parties in writing and any verbal or other agreement outside the terms of this written agreement are void.

7. Any provision of this MOU found to be in conflict with Federal or North Carolina Law shall be voided, but shall not void the remaining provisions of the agreement. All disputes shall be settled in a Court of General Justice located in Yancey County, North Carolina.

8. This MOU shall be effective when approved by both Governing Bodies. It shall remain in effect until the construction project is finished and the grant requirements are satisfied.

9. The Parties may execute this agreement in counterparts, which will, in the aggregate, when signed by both Parties constitute one and the same instrument, and thereafter, each counterpart deemed an original.

10. All financial obligations of the County under this MOU are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose.

In witness whereof, the Parties have set their hands and affixed their seals the day and the year first above written.

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SIGNATURE PAGE

TOWN OF BURNSVILLE

By: Theresa Coletta
Theresa Coletta, Mayor

ATTEST:

J. Chad Fox
J. Chad Fox, Town Clerk

Approved as to form:

Heather Sherrill
Town Attorney



YANCEY COUNTY

By: _____
Jeff Whitson, Chairman

ATTEST:

Sonya Morgan, Clerk to the Board (SEAL)

Approved as to form:

County Attorney

Notes to Budget Amendment #7, #8, #9

Budget Amendment # 7 is to reflect the receipt of the first payment for the American Recovery Act Funds for Yancey County. These funds will not be spent until the 2021-2022 Fiscal Year but they were received during the 2020-2021 Fiscal Year.

Budget Amendment # 8 is to reflect funds that were received for the Yancey County Board of Elections. These funds must be spent by December 31, 2021.

Budget Amendment # 9 will be a general amendment for year end of the 2020-2021 Fiscal Year. This amendment covers the mid-year beginning of the new salary study increases, increases occupancy tax to reflect actual revenues for the year, the FEMA Covid funds receipts, increase in juvenile detention safekeeping services, solid waste and service contracts for waste services, expenses related to the property study for the Little Leaf Project, additional funds that were received for the DSS LIEAP Program, library maintenance and upkeep, additional timber receipts received and sent to the school system, and an increase to the Ray-Cort Renovation project for the Headwaters Engineering contract and an increase in construction materials since the estimated expenditures have increased since the grant was received.

If you have any questions about budget amendment #7, # 8 or #9, feel free to contact me at anytime-

Brandi Burleson

Finance Officer

YANCEY COUNTY

BUDGET AMENDMENT # 7

FUND: GENERAL

LINE #	EXPEND CODE	DESCRIPTION	INCREASE	DECREASE
1	104200-529922	AMERICAN RECOVERY ACT FUNDS	\$1,754,845.50	
			\$1,754,845.50	\$0.00

LINE #	REVENUE CODE	DESCRIPTION	INCREASE	DECREASE
2	104042-499907	AMERICAN RECOVERY ACT FUNDS	\$1,754,845.50	
			\$1,754,845.50	\$0.00

DIFFERENCE : \$0.00

YANCEY COUNTY

BUDGET AMENDMENT # 8

FUND: GENERAL

LINE #	EXPEND CODE	DESCRIPTION	INCREASE	DECREASE
1	104170-529917	ELECTIONS COVID FUNDS	\$283,392.02	
			\$283,392.02	\$0.00

LINE #	REVENUE CODE	DESCRIPTION	INCREASE	DECREASE
2	104042-499904	ELECTIONS COVID FUNDS	\$283,392.02	
			\$283,392.02	\$0.00

DIFFERENCE : \$0.00

YANCEY COUNTY

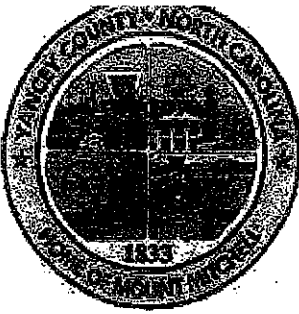
BUDGET AMENDMENT # 9

FUND: GENERAL

LINE #	EXPEND CODE	DESCRIPTION	INCREASE	DECREASE
1	104110-5121	SALARIES	\$4,000.00	
2	104155-5121	SALARIES	\$8,500.00	
3	104180-5121	SALARIES	\$3,000.00	
4	104920-5438	OCCUPANCY TAX	\$60,000.00	
5	104190-5121	SALARIES	\$6,000.00	
6	104198-5121	SALARIES	\$13,500.00	
7	104200-529920	COVID - FEMA	\$60,000.00	
8	104200-5221	EMPLOYEE OUTREACH		\$56,354.00
9	104200-569939	PROPERTY ACQUISITION	\$14,423.00	
10	104200-5991	CONTINGENCY		\$61,251.00
11	104325-539903	JUVENILE DETENTION	\$8,000.00	
12	104330-5121	SALARIES	\$6,000.00	
13	104350-5121	SALARIES	\$4,000.00	
14	104371-5260	SUPPLIES	\$5,000.00	
15	104371-5321	TELEPHONE	\$5,000.00	
16	104371-5550	CAPITAL	\$8,500.00	
17	104371-5121	SALARIES	\$25,000.00	
18	104390-5126	PT SALARIES	\$20,000.00	
19	104521-5121	SALARIES	\$20,000.00	
20	104710-544004	SOLID WASTE HAULING-	\$150,000.00	
21	104710-544001	SERVICE CONTRACTS	\$20,000.00	
22	104715-544003	SCRAP TIRE CONTRACT	\$20,000.00	
23	104920-569923	EDC - SPECIAL PROJECTS	\$47,000.00	
24	105320-5768	LIEAP	\$24,519.00	
25	105910-5914	TIMBER RECEIPTS	\$41,575.00	
26	106110-5630	LIBRARY REPAIRS	\$2,800.00	
27	107000-600006	CONT TO FUND 40-RAY-CORT	\$70,000.00	
28	104200-5186	WORKER'S COMP		\$104,941.00
			\$646,817.00	\$222,546.00

LINE #	REVENUE CODE	DESCRIPTION	INCREASE	DECREASE
29	104041-4000	PRIOR YEAR POP TAXES	\$80,000.00	
30	104041-4110	CURRENT YEAR PROPERTY	\$80,000.00	
31	104049-4550	BUILDING PERMITS	\$20,000.00	
32	104042-4403	OCCUPANCY TAX	\$60,000.00	
33	104080-4821	WEEKEND SITES	\$65,000.00	
34	104080-4820	SEASONAL SITES	\$16,000.00	
35	104081-4905	EMERG MGMT REVENUES	\$18,752.00	
36	104042-499906	COVID - FEMA	\$60,000.00	
37	104055-475002	ADMIN REIM - LIEAP	\$24,519.00	
			\$424,271.00	\$0.00

DIFFERENCE : \$0.00



Petition of Property Owners to Change their Street Name

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

Existing Name of Road: Cane River School Rd (off Shooft)

Proposed Name of Road: KIND HEARTS WAY

Beginning at (cross street): C.R. School Rd

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

The street name application is being submitted by: YANCEY COUNTY HUMANAE (Applicant)

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

I am in favor of the proposed street name change.

Printed Name	Address	Phone	Signature & Date
SUSAN RENEE TOMBERLIN FOR YCHS	962 Cane River School Rd	828-682-9510	<i>[Signature]</i> 5-4-21
TERRI-BETH DELFDE	964 CANE RIVER SCHOOL RD	336-847-3307	<i>[Signature]</i> 5-4-21
Laura Hensley	70 Ridge Creek Drive Weaverville	28787 208-2284	<i>[Signature]</i> 5/5/21
Misty Silvers	150 Hopes Lane Burnsville, NC	28714 828-208-3705	<i>[Signature]</i> 5/5/21
DIANNE EDWARDS	1135 BEAUKENSHER CR Burnsville, NC	28714 828-682-7531	<i>[Signature]</i>
Hope Anglin	150 HOPES Lane Burnville NC	28714 828-682-3705	6.9.21

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

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

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



BLACKBERRY ORCHARD

ANGLIN, WILLIAM A & ELIZABETH
080001056103000
313/P103
52A acres

VANCE COUNTY HUMANE SOCIETY
080003041876000
332/P058
4A acres

DELFEO, TERRIBETH
080001046628000
784/P342
8A acres

HERSCHEY, LAURIA, ANGLIN
0800030408218000
313/P87
2A acres

BANKS, DONALD (MR S)
080003047021000
110/P103
2A acres

1128

965

964

960

962

910

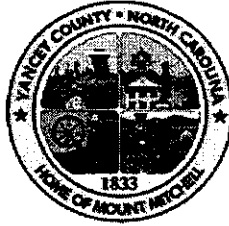
CANEYWOOD ROAD

1 inch = 200 feet



15

Yancey County Addressing Department



ADDRESS NOTIFICATION

To Whom It May Concern:

Yancey County has established a street addressing system that helps aid our emergency services (EMS, Fire, Rescue, and Law Enforcement) to quickly find your residence or place of business in case of an emergency.

Under article 2.23, 2.25 and 2.26 this private road meets these requirements.

2.23 DUTIES OF THE ADDRESSING COORDINATOR

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

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

2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

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

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

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

2.26 NOTICE OF ACTION FOR ALL ROADS

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

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

In accordance to the Yancey County Addressing and Road Naming Ordinance, all persons who have land adjacent to this driveway are eligible to name this driveway to make it a named roadway. Only 1 vote will be allowed for persons owning land adjacent to and having legal ingress and egress this roadway. The persons eligible for naming this roadway are:

**Mrs. Donald Banks
Laura L. Anglin Hensley
Terri-Beth Delfoe
Yancey County Humane Society
William & Elizabeth Anglin**

All eligible land owners must be in agreement on the same road name. Road name must be approved by the Addressing Coordinator before it can continue the process.

If you have any questions or need assistance, please contact the Addressing Department.

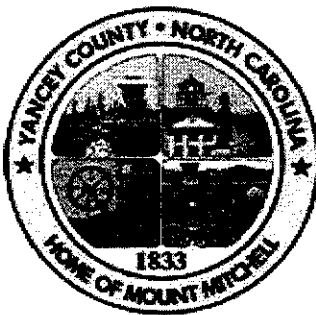
**Mark Thomas
Addressing Coordinator
Addressing & Mapping Department
110 Town Square, Room 7
Burnsville, NC 28714
(828) 682-1813
mark.thomas@yanceycountync.gov**

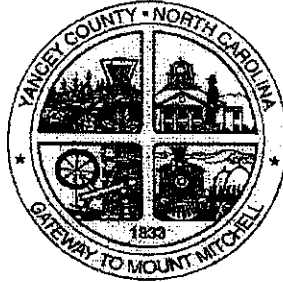
To the General Public,

5/28/2021

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said land owners of the West Yancey Community have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. The land owners' driveway that comes off of Cane River School Rd would like to name their roadway: Kind Hearts Way

Mark Thomas
Yancey County
Address Coordinator
GIS Technician
110 Town Sq Rm 7
Burnsville, NC 28714
828-682-1813
Mark.Thomas@yanceycountync.gov





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 14, 2021

Refund request:

James McKinney
PO Box 441
Little Switzerland, NC 28749

Account # 000013773

Property owner found that the parcel had been being billed twice. The record was corrected for the 2021 tax year. The result of the overstatement for the tax year 2020, 2019, 2018, 2017, 2016: \$605.41

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

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$605.41

Yancey County Commissioners:

I am respectfully requesting a refund in the amount of \$605.41 for taxes paid for years 2016, 2017, 2018, 2019, and 2020. This parcel was double billed.

James McKinney

PO Box 441

Little Switzerland, NC 28749

A handwritten signature in black ink that reads "James K. McKinney". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Yancey County Tax Office110 Town Square
Burnsville, NC 28714
8286822197**Tax Payment Receipt**01/22/2021 1:03 PM
Receipt # 3792398
Batch # 13294**FRYE, CARRIE**
7010 CRABTREE RD

SPRUCE PINE, NC 28777

Bill(s) Paid

Account #	Year	Bill #	Name	Address	Map #	Applied Payment	Remaining
000013773	2018	201805719	FRYE, CARRIE	CRABTREE RD	076900852856000	\$134.78	\$0.00
000013773	2019	201905715	FRYE, CARRIE	CRABTREE RD	076900852856000	\$124.70	\$0.00
000013773	2020	202005869	FRYE, CARRIE	CRABTREE RD	076900852856000	\$110.71	\$0.00

Payment(s)

Type	Paid By	Check #	Details	Amount	Fee Amount
Cash	JAMES MCKINNEY	N/A		\$380.00	\$0.00

Grand Total Paid: \$380.00
Total Fees \$0.00
Change Returned \$9.81
Net Total Paid \$370.19

Yancey County Tax Office

110 Town Square
Burnsville, NC 28714
8286822197

Tax Payment Receipt

03/23/2018 12:08 PM
Receipt # 3750096
Batch # 10631

FRYE, CARRIE
7010 CRABTREE RD

SPRUCE PINE, NC 28777

Bill(s) Paid

Account #	Year	Bill #	Name	Address	Map #	Applied Payment	Remaining
000013773	2018	201605784	FRYE, CARRIE	CRABTREE RD	076900852856000	\$124.56	\$0.00

Payment(s)

Type	Paid By	Check #	Details	Amount	Fee Amount
Cash	JAMES MCKINNEY	N/A	FRYE, CARRIE	\$125.00	\$0.00

Grand Total Paid: \$125.00
Total Fees: \$0.00
Change Returned: \$0.44
Net Total Paid: \$124.56

3 year on \$500.00
~~125.00~~

\$ 370.19

Thomas765@bellsouth.net

Yancey County Tax Office

110 Town Square
 Burnsville, NC 28714
 8286822197

Tax Payment Receipt

03/21/2018 1:30 PM
 Receipt # 3750048
 Batch # 10623

FRYE, CARRIE
 7010 CRABTREE RD

 SPRUCE PINE, NC 28777

Bill(s) Paid

Account #	Year	Bill #	Name	Address	Map #	Applied Payment	Remaining
000013725	2017	201705764	FRYE, CARRIE	CRABTREE RD	076900852856000	\$110.66	\$0.00

Payment(s)

Type	Paid By	Check #	Details	Amount	Fee Amount
Cash	JAMES MCKINNEY	N/A	FRYE, CARRIE	\$200.00	\$0.00

Grand Total Paid: \$200.00
Total Fees: \$0.00
Change Returned: \$89.34
Net Total Paid: \$110.66

RESIDENTIAL PROPERTY RECORD CARD

YANCEY COUNTY, NORTH CAROLINA

EFFECTIVE DATE OF VALUE: 1/1/2021

CRABTREE RD

PARCEL ID: 076900852856000

ACCOUNT NO: 000013773

CLASS: R

STATE CLASS: 501 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS
FRYE, CARRIE

ZONING:
LAND DATA:

ESN: 156

TOWNSHIP NAME: CRABTREE

NBHD ID: 801.00

LIVING UNITS:

VALUE FLAG: COST

7010 CRABTREE RD

TYPE

SIZE

RATE

INFLUENCE FACTORS

%

LAND VALUE

- ASSESSMENT INFORMATION -

SPRUCE PINE

NC

28777

UNDEVELOPED 0.040 404000

16,160

LAND
FARM USE
BUILDING
TOTAL

16,200

16,200

DEED BOOK: 190
DEED PAGE: 443
DEED DATE: 19821011

PRIOR YEAR ASSESSMENTS:

2019 16,200
2018 16,200
2017 16,200
2016 16,200
2015 400

DATE TYPE PRICE VALID
19821011
19710101

0

BOOK/PAGE
190-443
145-212

TOTAL ACREAGE:

0.040

TOTAL LAND VALUE:

16,200

ADDITION DATA:

EXEMPTION: NONE

PERMIT DATA
DATE NUMBER PURPOSE COST

Lower Level

First Floor

Second Floor

Third Floor

Area

Value

A
B
C
D
E
F
G
H

00
00
00
00
00
00
00
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

467-1845
James McKinney

OUTBUILDING DATA

Type Qty Year Size1 Size2 Grd Cond Value

NOTES:

MB 3 @ 289

TRACT 2B

OTHER IMP:

MISC. OUTBUILDING TOTAL:
OUTBUILDING TOTAL:



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

June 14, 2021

Request to approve late Application for Property Tax Relief:

Property Owner: Stanley & Sharon Hopson

PIN: 074500979042000

Address: 9934 State Hwy 80S

The Tax Administrator has reviewed the application and the applicant meets all qualifications for tax relief. Application deadline was June 1, 2021 and the application was submitted June 3, 2021. After the deadline, the Board of County Commissioners has the ability to either approve or deny the application.

My recommendation is to approve the late Application for Property Tax Relief. .

Thank you,

Lindsay Smith
Yancey County Tax Administrator

Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1),
Disabled Veteran Exclusion (G.S. 105-277.1C), or
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

County of Yancey , NC

Year 2021

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number

0745 00979 042000

Last Name of Applicant Hopson First Name STANLEY Middle Name JACK Date of Birth (MM-DD-YY) 6-18-49

Last Name of Spouse Hopson First Name SHARON Middle Name ELIANE Date of Birth (MM-DD-YY) 11-24-51

Residence Address 9934 STATE Hwy 80 South

City BURNSVILLE State NC Zip Code 28714

Mailing Address (if different from residence address) 9934 STATE Hwy 80 South

City BURNSVILLE State NC Zip Code 28714

E-mail Address

Home Telephone Number Work Telephone Number Ext. Call Phone Number

Fill in applicable boxes:

Yes No ➔ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

Yes No ➔ If married, does your spouse live with you in the residence? If you answer **No**, provide your spouse's address.

Addresses of spouse:

Yes No ➔ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer **Yes**, fill in applicable circle

Applicant Spouse and indicate current length of stay: _____

Yes No ➔ Do you and your spouse (if applicable) own 100% interest in the property? If you answer **No**, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner		%	Owner		%
Owner		%	Owner		%
Owner		%	Owner		%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Part 3. Disabled Veteran Exclusion

Short Description: This program excludes up to the first \$45,000 of the appraised value of the permanent residence of a disabled veteran. A disabled veteran is defined as a veteran whose character of service at separation was honorable or under honorable conditions and who has a total and permanent service-connected disability or who received benefits for specially adapted housing under 38 U.S.C. 2101. The applicant must have been disabled as of January 1 of the year in which the benefit is requested. There is no age or income limitation for this program. This benefit is also available to a surviving spouse (who has not remarried) of either (1) a disabled veteran as defined above, (2) a veteran who died as a result of a service-connected condition whose character of service at separation was honorable or under honorable conditions, or (3) a servicemember who died from a service-connected condition in the line of duty and not as a result of willful misconduct. See G.S. 105-277.1C for the full text of the statute.

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Disabled Veteran Exclusion or the Elderly or Disabled Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

Yes No I am a disabled veteran. (See definition of disabled veteran above.)

Yes No I am the surviving spouse of either a disabled veteran or a servicemember who met the conditions in the description above. If you answer Yes, complete the next question.

Yes No I am currently unmarried and I have never remarried since the death of the veteran.

- Requirements:
1. File Form NCDVA-9 Certification for Disabled Veteran's Property Tax Exclusion. This form must first be certified by the United States Department of Veterans Affairs, and then filed with the county tax assessor.
 2. Complete Part 6. Affirmation and Signature.

Part 4. Circuit Breaker Property Tax Deferment

Short Description: Under this program, taxes for each year are limited to a percentage of the qualifying owner's income. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. For an owner whose income amount for the previous year does not exceed the income eligibility limit for the current year, which for the 2021 tax year is \$31,500, the owner's taxes will be limited to four percent (4%) of the owner's income. For an owner whose income exceeds the income eligibility limit (\$31,500) but does not exceed 150% of the income eligibility limit, which for the 2021 tax year is \$47,250, the owner's taxes will be limited to five percent (5%) of the owner's income.

However, the taxes over the limitation amount are deferred and remain a lien on the property. The last three years of deferred taxes prior to a disqualifying event will become due and payable, with interest, on the date of the disqualifying event. Interest accrues on the deferred taxes as if they had been payable on the dates on which they would have originally become due. Disqualifying events are death of the owner, transfer of the property, and failure to use the property as the owner's permanent residence. Exceptions and special provisions apply. See G.S. 105-277.1B for the full text of the statute.

YOU MUST FILE A NEW APPLICATION FOR THIS PROGRAM EVERY YEAR!!

Multiple Owners: Each owner (other than husband and wife) must file a separate application. All owners must qualify and elect to defer taxes under this program or no benefit is allowed under this program. The Circuit Breaker Property Tax Deferment cannot be combined with either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion.

Fill in applicable boxes:

Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer Yes, you do not have to file Form AV-9A Certification of Disability.

Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer Yes, you must file Form AV-9A Certification of Disability.

Yes No Have you owned the property for the last five full years prior to January 1 of this year and occupied the property for a total of five years?

Yes No Do all owners of this property qualify for this program and elect to defer taxes under this program? If you answer No, the property cannot receive benefit under this program.

- Requirements:
1. File Form AV-9A Certification of Disability if required above.
 2. Complete Part 5. Income Information.
 3. Complete Part 6. Affirmation and Signature.

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

STANLEY JACK HOPSON Stanley Jack Hopson 6/3/21
Applicant's Name (please print) Applicant's Signature Date

SHARON ELIANE HOPSON Sharon Eliane Hopson 6/3/21
Spouse's Name (please print) Spouse's Signature Date

Refer to the Instructions on Page 1 for filing information and filing location.*

Office Use Only

Approved: Y / N Elderly/Disabled Disabled Veteran Circuit Breaker: 4% 5%

Date: _____ / _____ / _____ By: _____ Comments: _____

AV-9A Received: _____ / _____ / _____ NCDVA-9 Received: _____ / _____ / _____

FITR Received: _____ / _____ / _____ Income: \$ _____

***All applications must be submitted by June 1 to be timely filed.**

Late Applications: Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. **An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.** [N.C.G.S. 105-282.1(a1)]

9934 STATE HWY 80 S PARCEL ID: 074500979042000 ACCOUNT NO: 000007838 CLASS: R STATE CLASS: 511 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS: HOPSON, STANLEY J & SHARON E L/E ZONING: LAND DATA: ESN: 155 TOWNSHIP NAME: SOUTH TOE NBHD ID: 901.00 LIVING UNITS: 1 VALUE FLAG: COST
 9934 STATE HWY 80 S TYPE SIZE RATE INFLUENCE FACTORS % LAND VALUE - ASSESSMENT INFORMATION -

		PRIOR		CURRENT	
BURNSVILLE	NC 28714	PRIMARY	1.000	45000	45,000
					LAND FARM USE BUILDING TOTAL
					101,340 101,340
					146,340 146,340

DEED BOOK: 790
 DEED PAGE: 501
 DEED DATE: 20181010

PRIOR YEAR ASSESSMENTS:

2019	146,300
2018	146,300
2017	146,300
2016	146,300
2015	154,800

DATE	TYPE	PRICE	VALID	BOOK/PAGE	TOTAL ACREAGE:	TOTAL LAND VALUE:
20181010	2		G	790-501	1.000	45,000
19780908		500		172-609		
19750101		1,000		162-219		

EXEMPTION: NONE

ADDITION DATA:

PERMIT DATE	DATA NUMBER	PURPOSE	COST	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
19750101				A	OFF			108	2300
				B	OFF			116	2500
				C	1sFr			128	7900
				D					00
				E					00
				F					00
				G					00
				H					00

DWELLING DATA:

Story Ht. 1.00
 Style: RANCH
 Walls: FRAME
 Bedrooms: 3
 Total Rooms: 6
 Basement: FULL
 Attic: NONE
 Full Baths: 1
 Half Baths:
 Add'l Fixtures:
 Total Fixtures: 5
 Heating System: HOT AIR
 Type: OIL
 Fin. Bsmt. Living Area:
 Basement Rec Room Area:
 Total Fireplace: 1
 Basement Garage (# Cars) 1
 Ground Flr Area: 1532 True GFA 1660
 TOT LIVING AREA: 1660 True TLA 1660
 Quality Grade: C-
 Condition: AV
 Year Built: 1978
 Eff. Year Built:
 CDU: AV

COST APPROACH COMPUTATIONS

Base Price 96,530
 Plumbing Additions 12700
 Unfin. Area Basement 19,420
 Attic Heat/AC Adj. FBLA
 Rec Rm Fireplace 4,000
 Bsmt. Gar. 1,700
 SUBTOTAL 134,350
 Grade Factor 0.90
 C & D factor
 TOTAL RCN \$120,920
 % Good 0.80
 Market Adj.
 TOTAL RCNLD \$96,740

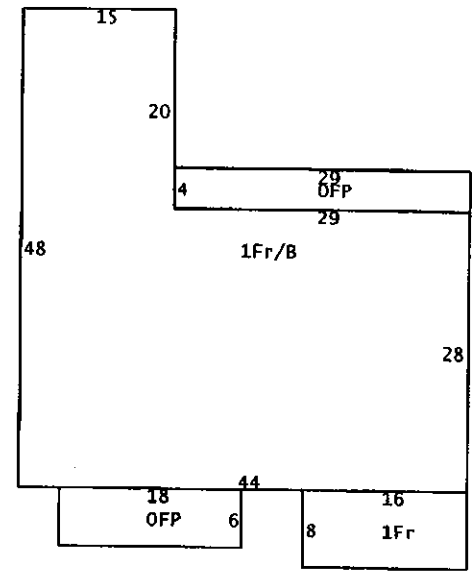
OUTBUILDING DATA

Type	Qty	Year	Size1	Size2	Grd	Cond	Value
RG1	1	1988	24	28	C	A	\$4,580

NOTES:

REMAINDER TO: SHANNON M HOPSON & STANLEY S HOPSON

OTHER IMP: MISC. OUTBUILDING TOTAL: 4,600



$45,000 + 96,740 = 141,740 \div 2 = \$70,870$

Contract # 2201 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

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 7/1/2021 and shall terminate on 6/30/2022. 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:

- | | |
|---|--|
| <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 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 Date

Printed Name Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* Date

Printed Name 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 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 # 2201

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 7/1/2021 through 6/30/2022

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

Danny Hockaday, Attorney
Hockaday and Hockaday, PA

Date

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

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</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:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of [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 _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

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, 2021

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: _____

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: 2201 Date: July 1, 2021 to June 30, 2022

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 Yes 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 Yes 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 No 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 Yes 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, 2021**, 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.

Signature _____ Date _____

Printed Name _____ Title _____

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* _____ Date _____

Printed Name _____ Title _____

Rev. 6-7-2015

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

Title

Agency/Organization

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: _____

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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: _____

COUNTY DEPARTMENT: _____

SUBJECT OF CONTRACT: _____

DATE/TERM OF CONTRACT: _____

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

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

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

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

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

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

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

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

For the CONTRACTOR: _____ Title: _____

For YANCEY COUNTY _____ Title: _____

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

By: _____
Yancey County Finance Officer

CONTRACT PROVIDER NAME: _____ Hockaday & Hockaday

CONTRACT NUMBER: _____ 2201

CONTRACT PERIOD: _____ 7/1/2021 to 6/30/2022

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

DATE

Signature of Authorized Administrative Individual

DATE

Contract # 2208 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

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 7/1/2021 and shall terminate on 6/30/2022. 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 County Yancey County Mailing Address PO Box 67 City, State, Zip Burnsville, NC 28714 Telephone (828) 682-6148 Fax (828) 682-6712 Email rick.tipton@yanceycountync.gov	Name & Title Rick Tipton, Director County Yancey County Street Address 320 Pensacola Road City, State, Zip Burnsville, NC 28714

For the Contractor:

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

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 _____ Date _____

Printed Name _____ Title _____

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* _____ Date _____

Printed Name _____ 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 _____ 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 # 2208**

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 7/1/2021 through 6/30/2022

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**

Donny J. Laws, Attorney

Date

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 <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:</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 <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 <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: _____</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:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [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 _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

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, 2021

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.

Attorney

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

(Notary Signature and Seal)

My Commission Expires: _____

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: 2208 Date: July 1, 2021 to June 30, 2022

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 No 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 Yes 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
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of **July, 2021**, 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.

Signature _____ Date _____

Printed Name _____ Title _____

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* _____ Date _____

Printed Name _____ Title _____

Rev. 6-7-2015

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/gascritps/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: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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 PROVIDER NAME: ____ Donny J. Laws
CONTRACT NUMBER: _____ 2208
CONTRACT PERIOD: _____ 7/1/2021 to 6/30/2022
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

DATE

Signature of Authorized Administrative Individual

DATE

Contract # 2205 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Law Offices of Jamie A. Stokes, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 82-0605350.

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 7/1/2021 and shall terminate on 6/30/2022. 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 \$ 5,000 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 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 Jamie A. Stokes, Attorney Company Name Law Offices of Jamie A. Stokes, PLLC Mailing Address One Oak Plaza, Suite 207 City State Zip Asheville, NC 28801	Name & Title Jamie A. Stokes, Attorney Company Name Law Offices of Jamie A. Stokes, PLLC Mailing Address One Oak Plaza, Suite 207 City State Zip Asheville, NC 28801
Telephone (828) 253-3661 Fax (828) 258-8754 Email stokeslawoffice@bellsouth.net	

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 Date

Printed Name Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* Date

Printed Name 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 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. 82-0605350**
Contract # 2205

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Law Offices of Jamie A. Stokes, PLLC
2. *If different* from Contract Administrator Information in General Contract:

Law Offices of Jamie A. Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801

Telephone Number: (828) 253-3661 Fax Number: (828) 258-8754

Email: stokeslawoffice@bellsouth.net

3. Name of Program (s): Agency Attorney in Conflict Cases
4. Status: Public Private, Not for Profit X Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2021 through 6/30/2022

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

Jamie A. Stokes will handle legal services when there is a conflict of interest with cases involving agency attorney Danny Hockaday 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

Yancey County Department of Social Services (YCDSS) will reimburse 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 YCDSS is legally required to be involved.

SIS Service Code 349

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 under this contract 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

Attorney

Date

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

1. Law Offices of Jamie A. Stokes, PLLC
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 originates 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> <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>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award		<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____			<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District (if known) _____		
<p>6. Federal Department/Agency:</p>			<p>7. Federal Program Name/Description: 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): (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): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ actual planned</p>			<p>13. Type of Payment (check all that apply): <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): <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:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [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 _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

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.

**Law Offices of Jamie A. Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801**

July 1, 2021

To: Yancey County Department of Social Services

Certification:

I certify that the Law Offices of Jamie A. Stokes, PLLC do 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:

_____, being duly sworn, say that I am the Attorney of the practice of Law Offices of Jamie A. Stokes, PLLC of Asheville 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.

Attorney

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

(Notary Signature and Seal)

My Commission Expires: _____

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: Law Offices of Jamie A. Stokes, PLLC Contract Number: 2205 Date: 7/1/2021 to 6/30/2022

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 Yes 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 Yes 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 No 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 Yes 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 <input type="checkbox"/> 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, 2021**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Law Offices of Jamie A. Stokes, PLLC** (“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.

Signature Date

Printed Name Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* Date

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

Title

Agency/Organization

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: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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)).

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: _____

COUNTY DEPARTMENT: _____

SUBJECT OF CONTRACT: _____

DATE/TERM OF CONTRACT: _____

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

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

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

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

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

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

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

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

For the CONTRACTOR: _____ Title: _____

For YANCEY COUNTY _____ Title: _____

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

By: _____
Yancey County Finance Officer

CONTRACT PROVIDER NAME: ____ Law Offices of Jamie A. Stokes, PLLC

CONTRACT NUMBER: _____ 2205

CONTRACT PERIOD: _____ 7/1/2021 to 6/30/2022

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

DATE

Signature of Authorized Administrative Individual

DATE

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				\$8,818.48
	\$782.78	\$2,250.16	\$3,779.27	\$2,006.27
TOWN OF BURNSVILLE Vehicle Interest				\$198.76
		\$71.71	\$112.02	\$15.03
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$240.40
	\$39.55	\$40.86	\$138.77	\$21.22
CANE RIVER FIRE DISTRICT Vehicle Interes				\$58.53
		\$20.72	\$35.65	\$2.16
EGYPT FIRE DISTIRCT Vehicle Interest				\$21.03
		\$10.08	\$10.94	\$0.01
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$1.82
		\$0.72	\$0.02	\$1.08
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$47.20
		\$22.28	\$24.42	\$0.50
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$59.26
	\$28.61	\$4.80	\$12.56	\$13.29
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$19.49
		\$6.46	\$13.03	
CRABTREE FIRE DISTRICT Vehicle Interest				\$118.04
	\$10.26	\$47.08	\$46.61	\$14.09
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$69.76
	\$2.61	\$35.46	\$26.47	\$5.22
PENSACOLA FIRE DISTRICT Vehicle Interest				\$89.00
		\$21.19	\$37.08	\$30.73
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$98.78
	\$0.74	\$6.81	\$19.31	\$71.92
DMV Vehicle Interest				\$597.51
	\$185.10	\$80.73	\$190.65	\$161.03

Totals

\$55,284.30

\$7,220.63

\$18,688.51

\$21,667.62

\$7,707.54

06/04/2021

Yancey County Tax Office

County/District Collection Percentage Report

As of: 05-31-2021

Run Date: 06-04-2021

**2020
County**

Net Levy \$
12,882,480.55

Collections \$
12,642,428.45

Collections %
98.14

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	218,923.21	215,243.98	98.32
002 - CANE RIVER FIRE DISTRICT	70,540.58	69,584.45	98.65
003 - EGYPT FIRE DISTRICT	77,874.62	76,860.87	98.70
004 - RAMSEYTOWN FIRE DISTRICT	24,269.97	23,779.79	97.99
005 - GREEN MOUNTAIN FIRE DISTRICT	26,955.99	25,937.64	96.23
006 - JACKS CREEK FIRE DISTRICT	67,378.12	66,007.25	97.97
007 - BRUSH CREEK FIRE DISTRICT	40,153.49	39,529.76	98.45
008 - CRABTREE FIRE DISTRICT	175,705.47	170,249.61	96.90
009 - SOUTH TOE FIRE DISTRICT	194,163.73	190,491.48	98.11
010 - PENSACOLA FIRE DISTRICT	94,010.42	92,863.85	98.79
011 - PRICES CREEK FIRE DISTRICT	165,403.38	164,341.95	99.36

District Totals

Net Levy \$
1,155,378.98

Collections \$
1,134,890.63

Collections %
98.23

Personal Property:

Billed
1,067,223.87

UnCollected
20,634.86

Collected
1,046,589.01

Percent Collected
98.066

Percent Not Collected
1.934

Posting Report

05-01-2021 to 05-31-2021

06-04-2021

3:08 PM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2013	\$755.91	\$1.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$757.30
2014	\$2,487.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,487.78
2015	\$2,021.64	\$0.00	\$0.00	\$0.00	\$111.57	\$0.00	\$0.00	\$0.00	\$0.00	\$2,133.21
2016	\$607.96	\$0.00	\$0.00	\$0.00	\$42.90	\$0.00	\$0.00	\$0.00	\$0.00	\$650.86
2017	\$4,647.54	\$105.98	\$21.80	\$6.90	\$312.94	\$0.00	\$0.00	\$0.00	\$0.00	\$5,095.16
2018	\$7,775.48	\$107.28	\$104.33	\$20.95	\$140.77	\$15.18	\$126.92	\$30.62	\$17.92	\$8,339.45
2019	\$27,265.74	\$323.76	\$334.22	\$59.25	\$449.97	\$54.25	\$351.35	\$536.76	\$164.65	\$29,539.95
2020	\$80,442.63	\$541.71	\$1,247.10	\$442.43	\$1,367.12	\$349.17	\$877.35	\$1,960.25	\$287.51	\$87,515.27
TOTAL	\$126,004.68	\$1,080.12	\$1,707.45	\$529.53	\$2,425.27	\$418.60	\$1,355.62	\$2,527.63	\$470.08	\$136,518.98

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$42.82	\$18.40	\$61.22
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$0.00	\$0.00	\$0.00
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$1.10	\$2.15	\$3.25
South Toe	\$0.00	\$0.00	\$0.00

Pensacola	\$4.46	\$0.00	\$4.46
TOTAL	\$48.38	\$20.55	\$68.93

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$125,943.46	\$1,080.12	\$1,707.45	\$529.53	\$2,425.27	\$418.60	\$1,352.37	\$2,527.63	\$465.62	\$136,450.05

Transaction Type Report

05-01-2021 to 05-31-2021

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2013	\$755.91	\$1.39	\$0.00	\$0.00	\$0.00	\$757.30	\$20.57	\$0.00	\$0.00	\$777.87
2014	\$2,487.78	\$0.00	\$0.00	\$0.00	\$0.00	\$2,487.78	\$590.93	\$0.00	\$0.00	\$3,078.71
2015	\$2,021.64	\$111.57	\$0.00	\$0.00	\$0.00	\$2,133.21	\$224.77	\$0.00	\$0.00	\$2,357.98
2016	\$607.96	\$42.90	\$0.00	\$0.00	\$0.00	\$650.86	\$429.06	\$4.00	\$0.00	\$1,083.92
2017	\$4,647.54	\$447.62	\$1.18	\$0.00	\$0.00	\$5,096.34	\$1,832.81	\$44.00	\$0.00	\$6,973.15
2018	\$7,766.48	\$562.92	\$5.55	\$0.00	\$0.00	\$8,334.95	\$1,815.45	\$124.00	\$0.00	\$10,274.40
2019	\$27,256.34	\$2,273.11	\$10.50	\$0.00	\$0.00	\$29,539.95	\$4,937.27	\$332.00	\$0.00	\$34,809.22
2020	\$80,399.81	\$7,067.08	\$17.10	\$0.00	\$0.00	\$87,483.99	\$4,889.03	\$692.75	\$0.00	\$93,065.77
TOTAL	\$125,943.46	\$10,506.59	\$34.33	\$0.00	\$0.00	\$136,484.38	\$14,739.89	\$1,196.75	\$0.00	\$152,421.02

Adjustment / Release Report

05-01-2021 to 05-31-2021

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2018	\$9.00	\$1.01	\$0.00	\$0.00	\$10.01	\$2.46	\$0.00	\$0.00	\$1.05	\$13.52	\$12.47
2019	\$9.40	\$1.05	\$0.00	\$0.00	\$10.45	\$1.67	\$0.00	\$0.00	\$1.10	\$13.22	\$12.12
2020	\$43.84	\$1.05	\$0.00	\$0.00	\$44.89	\$10.71	\$0.00	\$0.00	\$5.56	\$61.16	\$55.60
TOTAL	\$62.24	\$3.11	\$0.00	\$0.00	\$65.35	\$14.84	\$0.00	\$0.00	\$7.71	\$87.90	\$80.19

Collections Receipts Report

05-01-2021 to 05-31-2021

Total general tax	\$125,943.46
Total fire tax	\$10,506.59
Total penalty	\$34.33
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$136,484.38
Total interest	\$14,739.89
Total cost of advertising	\$1,196.75
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$15,324.88
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$31,261.52
<hr/>	
Grand total receipts	\$167,745.90

District Payment Report

05-01-2021 to 05-31-2021

Year	District Code	District Name	Amount
2013	001	BURNSVILLE FIRE DISTRICT	\$1.39
2015	001	BURNSVILLE FIRE DISTRICT	\$0.00
2015	005	GREEN MOUNTAIN FIRE DISTRICT	\$40.93
2015	006	JACKS CREEK FIRE DISTRICT	\$70.64
2016	001	BURNSVILLE FIRE DISTRICT	\$0.00
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$42.90
2016	008	CRABTREE FIRE DISTRICT	\$0.00
2017	001	BURNSVILLE FIRE DISTRICT	\$105.98
2017	002	CANE RIVER FIRE DISTRICT	\$21.80
2017	003	EGYPT FIRE DISTRICT	\$6.90
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$159.55
2017	006	JACKS CREEK FIRE DISTRICT	\$153.39
2017	008	CRABTREE FIRE DISTRICT	\$0.00
2017	009	SOUTH TOE FIRE DISTRICT	\$0.00
2018	001	BURNSVILLE FIRE DISTRICT	\$107.28
2018	002	CANE RIVER FIRE DISTRICT	\$16.54
2018	003	EGYPT FIRE DISTRICT	\$20.95
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2018	006	JACKS CREEK FIRE DISTRICT	\$140.77
2018	007	BRUSH CREEK FIRE DISTRICT	\$15.18
2018	008	CRABTREE FIRE DISTRICT	\$125.87
2018	009	SOUTH TOE FIRE DISTRICT	\$30.62
2018	010	PENSACOLA FIRE DISTRICT	\$17.92
2018	011	PRICES CREEK FIRE DISTRICT	\$87.79
2019	001	BURNSVILLE FIRE DISTRICT	\$323.76
2019	002	CANE RIVER FIRE DISTRICT	\$164.67
2019	003	EGYPT FIRE DISTRICT	\$23.00
2019	004	RAMSEYTOWN FIRE DISTRICT	\$36.25
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$193.88
2019	006	JACKS CREEK FIRE DISTRICT	\$256.09
2019	007	BRUSH CREEK FIRE DISTRICT	\$54.25
2019	008	CRABTREE FIRE DISTRICT	\$350.25
2019	009	SOUTH TOE FIRE DISTRICT	\$536.76
2019	010	PENSACOLA FIRE DISTRICT	\$164.65
2019	011	PRICES CREEK FIRE DISTRICT	\$169.55

2020	001	BURNSVILLE FIRE DISTRICT	\$541.71
2020	002	CANE RIVER FIRE DISTRICT	\$481.03
2020	003	EGYPT FIRE DISTRICT	\$256.23
2020	004	RAMSEYTOWN FIRE DISTRICT	\$186.20
2020	005	GREEN MOUNTAIN FIRE DISTRICT	\$688.64
2020	006	JACKS CREEK FIRE DISTRICT	\$678.48
2020	007	BRUSH CREEK FIRE DISTRICT	\$349.17
2020	008	CRABTREE FIRE DISTRICT	\$876.25
2020	009	SOUTH TOE FIRE DISTRICT	\$1,960.25
2020	010	PENSACOLA FIRE DISTRICT	\$283.05
2020	011	PRICES CREEK FIRE DISTRICT	\$766.07
<hr/>			
TOTAL			\$10,506.59

Detailed District Payment Report

05-01-2021 to 05-31-2021

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

Outstanding Balances Report

As of 05-31-2021

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2010	\$14,179.52	\$6,548.98	\$662.10	\$6,888.44	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$20,479.97	\$9,911.08	\$1,019.19	\$9,439.85	\$92.00	\$17.85	\$0.00	\$0.00
2012	\$24,145.22	\$11,716.05	\$1,366.05	\$10,671.87	\$112.00	\$279.25	\$0.00	\$0.00
2013	\$19,948.14	\$10,741.50	\$1,010.73	\$7,997.91	\$198.00	\$0.00	\$0.00	\$0.00
2014	\$20,877.32	\$11,610.62	\$1,198.96	\$7,568.11	\$144.00	\$355.63	\$0.00	\$0.00
2015	\$23,774.90	\$14,346.49	\$1,435.22	\$7,600.85	\$188.00	\$204.34	\$0.00	\$0.00
2016	\$48,327.51	\$32,035.59	\$2,408.11	\$13,355.81	\$236.00	\$288.00	\$4.00	\$0.00
2017	\$61,723.29	\$42,857.36	\$3,677.31	\$14,270.04	\$356.00	\$562.58	\$0.00	\$0.00
2018	\$90,997.58	\$67,651.37	\$5,946.01	\$16,083.81	\$519.97	\$796.42	\$0.00	\$0.00
2019	\$161,054.53	\$129,488.66	\$11,109.87	\$18,644.05	\$974.00	\$837.95	\$0.00	\$0.00
2020	\$276,579.08	\$240,853.05	\$20,554.65	\$12,683.72	\$2,001.75	\$485.91	\$0.00	\$0.00
Total	\$762,087.06	\$577,760.75	\$50,388.20	\$125,204.46	\$4,901.72	\$3,827.93	\$4.00	\$0.00

GYPSY MOTH TREATMENT NOTICE



After conducting a thorough Environmental Assessment, the NCDA&CS Gypsy Moth Program has decided to conduct a treatment in order to control a gypsy moth infestation in your area using Splat Gypsy Moth-Organic, a lotion-like substance containing the female gypsy moth attractant pheromone. This is a safe, certified organic product that is not harmful to plants, humans, animals or even the gypsy moth. The treatment simply saturates an area with the pheromone, which confuses communication between the moths and prevents the male from locating the female to mate. One application will be performed using low-flying aircraft during daylight hours in June. The exact treatment date and time are dependent upon weather conditions.

For more information or to request treatment notification via text or email, visit our website www.ncagr.gov/gypsymoths/treat, or call us at 800-206-9333.



Yancey County Fiscal Year 2021-22 Budget

Description

Following is a copy of the Fiscal Year 2021-22 Budget Message and Budget Ordinance.

Item Presenter

Lynn Austin

Board Action Requested

Approve Budget

COUNTY OF YANCEY

FY 2021-2022

BUDGET MESSAGE



June 14, 2021

**Lynn Austin
Yancey County Manager**

YANCEY COUNTY BUDGET MESSAGE
FISCAL YEAR 2021-2022

*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 2021-2022 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 \$25,950,164.

INTRODUCTION

This budget message will introduce the Yancey County Fiscal Year 2021-2022 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 \$1.1 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 2021-2022, 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 \$12,835,000 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, EMS 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. This will be our second year of operating EMS

known as Heritage EMS. This proposed budget reflects an expense amount of \$2,476,977 going toward EMS Services with offsetting revenue of \$1,301,500. 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 2021-2022 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. 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 School Resource Officers. Yancey County Sheriff's Office dedicates three officers to oversee the student and teachers safety. 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. This year Yancey County Sheriff's Office will also dedicate an officer at Cane River Middle School. The Sheriff's Office still plans to absorb the SRO officer at 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 \$387,783.

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 \$30,000 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 the East Yancey Water and Sewer project is under construction and looking for completion in the fall of 2021.

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 \$1,825,935 which includes patrol and investigations; Sheriff Dispatch budget of \$294,052; County Detention Facility budget of \$1,242,519; County Grounds Security budget of \$303,113; and the "Non-Departmental Juvenile Inmate Confinement" budget of \$55,600. The total appropriated by this budget and managed by the Sheriff is \$3,721,219 which is approximately 14.4% of the total general fund budget.

6). **Yancey County Department of Social Services:** Facing the challenges associated with the pandemic during the 2020-21 fiscal year, Yancey DSS implemented protocols to remain open and safely provide full services to citizens of Yancey County. Additional grant funding received by the agency allowed for the purchase of teleworking equipment, reducing the number of people in the agency. Clients are able to communicate with our staff and receive services without having to physically come into the agency. Agency staff is continuing the safety procedures into the 2021-22 year as some of the new procedures improve efficiency and productivity. In addition to providing food and heating assistance, Yancey DSS is excited to begin administering a new household water assistance program using time-limited funds made available through 2023. Planned agency projects include sprucing up the outside of the building, upgrading technology, and increasing office space. Yancey DSS is committed to maximizing allocated funds to provide services to ensure the health, safety, and well-being of the children and adults in our community.

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 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 is looking forward to having the Ray Cort Park renovations complete by October 2021. Yancey County strives to make sure employees are in a safe working environment. To ensure their safety this budget includes updating some old or out dated equipment within the departments, including IT, software and vehicles.

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 14th day of June 2021.

LYNN AUSTIN,
Yancey County Manager

YANCEY COUNTY BUDGET ORDINANCE FOR FISCAL YEAR 2021-2022

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 2020-2021, together with such estimated expenditures for the fiscal year 2021-2022 and with the estimation of the amount to be realized from each source of revenue. On April 19, 2021, 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 14, 2021 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, 2021 and ending June 30, 2022 according to the following schedule (Appendix A):

Section Three:

There is hereby levied and authorized to be collected for the fiscal year 2021-2022 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 2021-2022 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, three hundred forty-six thousand, six hundred twenty-nine dollars (\$2,136,346,629.00). Current year collections have been used to estimate the tax revenue for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

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 \$10,975.58 annually and Commission Members \$9,295.27 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, 2021.

ADOPTED this 14th day of June, 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Mark Ledford, Commissioner

Johnny Riddle, Commissioner

Attest:

Sonya Morgan, Clerk to the Board

(county seal)

YANCEY COUNTY
2021-2022 FISCAL YEAR BUDGET

GENERAL FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
GENERAL REVENUES	\$7,500.00
LICENSE PLATE AGENCY	\$101,500.00
TAX COLLECTIONS	\$14,140,000.00
NONDEPARTMENTAL	\$5,741,930.00
CLERK OF COURT	\$21,500.00
REGISTER OF DEEDS	\$296,200.00
SHERIFF'S DEPARTMENT	\$119,250.00
JAIL	\$83,500.00
BUILDING INSPECTIONS	\$103,000.00
TRANSPORTATION	\$381,748.00
SANITATION	\$291,930.00
LANDFILL	\$119,354.00
MAPPING	\$500.00
DSS - ADMINISTRATION	\$2,381,329.00
DSS - INCOME MAINTENANCE	\$10,500.00
VETERAN SERVICES	\$2,084.00
CHILD DAY CARE	\$216,000.00
AGRICULTURAL REVENUES	\$4,462.00
SENIOR CENTER	\$241,652.00
EMS REVENUES	\$1,301,500.00
CULTURAL RESOURCE COMMISSION	\$16,000.00
RECREATION	\$77,700.00
TOE RIVER CAMPGROUND	\$270,400.00
EMERGENCY MANAGEMENT	\$20,625.00
TOTAL REVENUES:	\$25,950,164.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
GOVERNING BODY	\$159,601.00
MANAGEMENT	\$103,412.00

FINANCE	\$148,382.00
TAX ADMINISTRATION	\$507,684.00
LEGAL SERVICES	\$55,629.00
LICENSE PLATE AGENCY	\$166,255.00
CLERK OF COURT	\$4,600.00
BOARD OF ELECTIONS	\$235,996.00
REGISTER OF DEEDS	\$258,449.00
MAINTENANCE	\$439,180.00
MAPPING	\$171,945.00
INFORMATION TECHNOLOGY	\$128,933.00
NON-DEPARTMENTAL	\$918,322.00
SHERIFF'S DEPARTMENT	\$1,825,935.00
SHERIFF'S DISPATCH	\$294,052.00
COUNTY DETENTION FACILITY	\$1,242,519.00
NONDEPARTMENTAL	\$55,600.00
COUNTY GROUNDS SECURITY/SCHOOL RESOURCE	\$303,113.00
EMERGENCY MANAGEMENT	\$166,990.00
BUILDING INSPECTIONS	\$183,537.00
MEDICAL EXAMINER	\$21,500.00
FIRE MARSHALL/RESCUE/FIREFIGHTERS ASSOC	\$77,566.00
E-911 NONSURCHARGE	\$456,053.00
EMS OPERATIONS	\$2,476,977.00
TRANSPORTATION - ADMIN	\$133,697.00
TRANSPORTATION - OPERATIONS	\$244,559.00
TRANSPORTATION - E&D PROGRAM	\$134,184.00
TRANSPORTATION - CAPITAL	\$1,090.00
TRANSPORTATION - 5310 GRANT	\$67,494.00
SANITATION	\$1,348,064.00
RECYCLING	\$176,629.00
LANDFILL	\$244,649.00
FORESTRY	\$63,381.00
COUNTY PLANNER	\$52,137.00
ECONOMIC DEVELOPMENT	\$220,000.00
AGRICULTURAL EXTENSION	\$245,428.00
SOIL & WATER CONSERVATION	\$95,800.00
MENTAL HEALTH	\$56,000.00
TOE RIVER HEALTH DISTRICT	\$411,945.00
DSS - ADMINISTRATION	\$704,261.00

DSS - INCOME MAINTENANCE	\$1,450,003.00
CHILD SUPPORT ENFORCEMENT	\$81,617.00
DSS - CHILDREN & FAMILY SERVICES	\$2,350,639.00
VETERAN SERVICES	\$19,521.00
CHILD DAY CARE	\$450,372.00
SENIOR CENTER	\$421,608.00
PUBLIC SCHOOLS	\$3,938,872.00
COMMUNITY COLLEGES	\$387,783.00
LIBRARY ALLOC/R&M BUILDING	\$131,068.00
CULTURAL RESOURCES COMMISSION	\$11,600.00
RECREATION	\$130,173.00
CRG - ADMINISTRATION	\$195,067.00
TOE RIVER CAMPGROUND	\$248,972.00
CONT TO OTHER FUNDS	\$1,531,321.00
TOTAL EXPENSES:	\$25,950,164.00

SUPPLEMENTAL FUNDS

GRANT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
JCPC ADMINISTRATION	\$3,828.00
MOUNTAIN CHALLENGE	\$33,717.00
DJJDP - JUVENILE MEDIATION	\$4,000.00
DJJDP - PROJECT CHALLENGE	\$33,004.00
DJJDP - SENTENCING CIRCLES	\$8,000.00
DJJDP - CROSSNORE SCHOOL	\$6,375.00
CONTRIBUTION FROM GENERAL FUND	\$17,219.00
TOTAL REVENUES:	\$106,143.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
JCPC - ADMIN GRANT	\$3,828.00
MOUNTAIN CHALLENGE	\$40,660.00
DJJDP - JUVENILE MEDIATION	\$4,800.00
DJJDP - PROJECT CHALLENGE	\$39,605.00
DJJDP - SENTENCING CIRCLES	\$9,600.00

DJJDP - CROSSNORE SCHOOL	\$7,650.00
TOTAL EXPENSES:	\$106,143.00

E-911 SUCHARGE FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
ENHANCED 911 REVENUES	\$94,543.00
CONTRIBUTION FROM FUND BALANCE	\$0.00
TOTAL REVENUES:	\$94,543.00
EXPENSES	
ENHANCED 911 EXPENDITURES	\$94,543.00
TOTAL EXPENSES:	\$94,543.00

REGISTER OF DEEDS AUTOMATION FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
AUTOMATION REVENUES	\$15,000.00
TOTAL REVENUES:	\$15,000.00
EXPENSES	
AUTOMATION EXPENSES	\$15,000.00
TOTAL EXPENSES:	\$15,000.00

REVALUATION FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$100,000.00
TOTAL REVENUES:	\$100,000.00
EXPENSES	
REVALUATION EXPENSES	\$100,000.00
TOTAL EXPENSES:	\$100,000.00

SHERIFF'S ASSET FORFEITURE	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
ASSET FORFEITURE REVENUES	\$20,000.00
TOTAL REVENUES:	\$20,000.00
EXPENSES	
ASSET FORFEITURE EXPENDITURES	\$20,000.00
TOTAL EXPENSES:	\$20,000.00

FIRE DISTRICT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
FIRE DEPT REVENUES	\$1,600,000.00
TOTAL REVENUES:	\$1,600,000.00
EXPENSES	
FIRE DEPT EXPENDITURES	\$1,600,000.00
TOTAL EXPENSES:	\$1,600,000.00

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	\$1,284,102.00
FEDERAL GOVT INT REIM - LIBRARY	\$7,773.00
TOTAL REVENUES:	\$1,291,875.00
EXPENSES	
LIBRARY DEBT SERVICE	\$85,431.00
OLD FOREST SERVICE OFFICE BLDG	\$45,102.00
JAIL DEBT SERVICE	\$207,835.00
BLUE RIDGE ELEMENTARY SCHOOL	\$953,507.00
TOTAL EXPENSES:	\$1,291,875.00



Project MCHP NC Rural Economic Development Building Reuse Program

Description

Following application and supporting resolution for a building reuse grant with a 5% match for the renovation of the MCHP clinic space on Pensacola Road.

Item Presenter

Jamie McMahan

Board Action Requested

Adopt Resolution and Approve Application

STATE OF NORTH CAROLINA
COUNTY OF YANCEY

RESOLUTION SUPPORTING AN APPLICATION ON BEHALF OF
PROJECT MCHP TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION
BUILDING REUSE PROGRAM

WHEREAS, Yancey County is committed to advancing and promoting economic development in Yancey County; and

WHEREAS, Yancey County has adopted a mission for the enhancement of the standard of living in Yancey County by advancing economic opportunities for businesses and residents of Yancey County;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, Project MCHP has pledged to create up to sixteen (16) new full-time jobs in the County's jurisdictional limits in the rural healthcare sector, will provide greater access to primary healthcare for Yancey County's citizens, will promote and diversify the Yancey County economy, is eligible to apply for a Building Reuse Grant in the amount of up to \$200,000 through the North Carolina Department of Commerce, and requires the sponsorship of Yancey County to make the application; and

WHEREAS, Yancey County acknowledges that, if the grant is awarded, it will be required to commit to a cash match of 5% of the grant amount toward the project, to be met by supplying a total cash match of up to \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Yancey County that it does hereby support and endorse the application of Project MCHP to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant in the amount of up to \$200,000 and to authorize the Chairman of the Yancey County Board of Commissioners and any and all other county staff as may be required to sign any and all subsequent documentation necessary to process the grant application.

Adopted this 14th day of June 2021.

Hon. Jeff Whitson, Chairman
Yancey County Board of Commissioners

ATTEST:

Sonya Morgan, Clerk to the Board

(SEAL)



The Rural Economic Development Division, as authorized under N.C.G.S. 143B-472.127, provides grants and loans to local government units to support economic development activity that will lead to the creation of new, full-time jobs. The program gives priority to projects located in the 80 most distressed counties in the state; and resident companies as defined in N.C.G.S. 143B-472 (a) 4.

PROGRAM CATEGORIES

Rural Building Reuse—Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care facilities that will lead to the direct creation of new, full-time jobs.

Rural Infrastructure—Funding is available for publicly-owned infrastructure including water, sewer, electric, broadband, rail, and road improvements that will lead to the direct creation of new, full-time jobs.

HOW TO APPLY

Funding Availability and Target Industry Projects

The potential funding available for each project will be assessed through analysis of the project and will be based upon the project's location, the quantity and quality of jobs committed, the overall economic impact of the project, and at the discretion of the Rural Infrastructure Authority.

Projects that meet all the criteria below may receive the highest priority consideration:

- Located in a Tier 1 or Tier 2 county,*
- Meet or exceed the county average annual wage,*
- Identified as a Target Industry (see table below),
- Offer at least 50% employer-paid health insurance
- Will create a significant number of new, full-time jobs

*Check County Tier Designations and County Average Private Sector Wages at: <http://www.nccommerce.com/research-publications/incentive-reports/county-tier-designations>

Target industries are identified in the table below. The first step in assisting target industry projects begins with the developers at the Economic Development Partnership of North Carolina (EDPNC). EDPNC Representatives will guide the local government and business through the initial information gathering phase of the project and EDPNC will refer the project to Commerce. Applicants may find more information about the EDPNC at www.edpnc.com.

Target Industries
Aerospace/Aviation/Defense
Automotive/Truck/Heavy Equipment
Agriculture/Forestry/Food
Biotech/Life Sciences
Business and Financial Services
Energy
Information Technology
Manufacturing (Chemical/Furniture/Metals/Plastics/Textiles)
Other Headquarters

Conference Call

The application process requires a pre-application conference call. For a target industry projects, the conference call will be conducted after the project's referral to Commerce is complete.

- To request a pre-application conference call, submit pages 6-10 of this application package along with at least two proposed dates/times for the call to the appropriate program manager.
- The local government, business owner, and property owner (Building Reuse) are required to be on the call. Other project partners may also participate.
- Once the conference call is complete, eligible applicants should submit the full application package—pages 6-10 of this including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package.

ELIGIBLE APPLICANTS

- **Rural Building Reuse**—Eligible applicants are units of local government located in Tier 1 or Tier 2 counties, and rural census tracts in Tier 3 counties. As authorized in N.C.G.S. 143B-472.127(a)(2), a rural census tract† is an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.
- **Rural Infrastructure**—Eligible applicants are units of local government with priority given to the Tier 1 and Tier 2 counties.

†Check census tracts at: <http://nccommerce.maps.arcgis.com/apps/webappviewer/index.html?id=5863f411469f4c08a40edded88b42167>

BUILDING REUSE ELIGIBLE PROJECTS AND EXPENSES

Vacant Building Category

- renovation of buildings that have been vacant for at least three months prior to application deadline
- initial upfit of a shell building is eligible if the building is at least 5 years old and has never been occupied
- only renovations within the existing footprint are eligible

Existing Business Building Category

- buildings occupied for at least 12 months by one of a business identified as a target industry (see table on page 1)
- jobs are required to meet the county wage standard and provide 50% paid health insurance
- renovation within the existing footprint and connected additions are eligible

Rural Health Category

- new construction, renovation, or expansion of health care facilities
- NC licensure required for participating health care companies

Eligible Expenses – Building Reuse, All Categories

- improvements to real property, including, but not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression system, roofing, flooring, carpentry, drywall, paint, etc.
- a company owned or operated by any project partner may not be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's NC General Contractor's license must be included in Tab 3 of the application materials

Ineligible Expenses – Building Reuse, All Categories

- the following are examples of prohibited expenses and may not be submitted for reimbursement or to meet the matching funds requirement: building purchase, design costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, cranes, security, telephone, and computer hardware and software, solar panels, signage, landscaping, silo and other ancillary structures, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not comprehensive and specific items of concern should be discussed with program staff.
- renovations for housing or government uses are not eligible

INFRASTRUCTURE ELIGIBLE PROJECTS AND EXPENSES

- construct public infrastructure improvements
- upgrade or repair of public drinking water or wastewater treatment plants
- upgrade, extensions, or repair of public water or sewer lines
- publicly owned natural gas lines (requires an executed Pipeline Construction, Operating and Resale Agreement)
- installation or extension of public broadband infrastructure
- construction of publicly owned access roads not funded or owned by the Department of Transportation
- construction of public rail spur improvements

Eligible Expenses – Infrastructure

- eligible expenses include planning, materials, labor, and administration to complete public infrastructure improvements

Ineligible Expenses – Infrastructure

- privately owned infrastructure improvements
- projects that address building construction
- land acquisition costs or fees with the exception those associated with public easements for the project

JOB CREATION REQUIREMENTS

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 18 months of the grant award. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCU 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.
- All participating companies must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.

LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234 are required.
- Local governments are subject to state audit and reporting requirements.

MATCH REQUIREMENTS

- A cash match equivalent to at least 5% of the grant amount is required for all projects.
- The cash match shall come from local resources and may not be derived from other State or federal grant funds.
- Costs that are ineligible for grant funding may not be considered for the match. The only exception is paid grant administration when paid to an organization separate from the applicant organization.
- In-kind match is not allowable.
- In addition to the 5% match described above, the building reuse program requires a dollar for dollar match up to the total grant amount.

REPAYMENT REQUIREMENTS

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For Building Reuse projects, the local government will secure the funds through a Legally Binding Commitment and Promissory Note executed between the local government and the property owner.
- For Infrastructure projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the company owner.
- Repayment forgiveness is offered upon the successful verification of the required job creation by the Department of Commerce.

APPLICATION CHECKLIST

Submit a complete application package including the application form and the documents listed within the checklist below. Provide one tabbed and bound copy along with two tabbed, non-bound copies of the materials.

Tab 1

- Application Form.** The form should be signed by local government chief elected official.
- Local Government Resolution.** Submit a signed resolution adopted by the governing board in support of application submission to the Department of Commerce. The resolution must state the purpose of the project, indicate the local government's support for the project, and commitment to provide a cash match of at least 5% of the grant request amount toward the project.

Tab 2

- Job Commitment Letters.** Submit a signed letter of job commitment from each company that will participate in the project. The letter should include (1) the number of existing full-time and part-time employees (listed separately) at all company locations in North Carolina, and (2) the number of new, full-time jobs to be created by the company and maintained concurrently for six-consecutive months within two years of the grant award date. The letter must be printed on the company's letterhead and signed by the company's Chief Executive Officer, Chief Financial Officer or President.
- Employer's Quarterly Tax and Wage Report—NCUI 101 Form(s).** Submit a copy of the of the *Employer's Quarterly Tax and Wage Report* (NCUI 101 form) for each company that will commit jobs to the project. The form must have been filed with the North Carolina Department of Commerce Division of Employment Security for the quarter ending closest to the application deadline. The entire Social Security Number for each person should be redacted (blacked out). The name and wages must remain readable. Any discrepancy in the number of employees listed on the NCUI 101 form(s) for the last month of the quarter and the number reported in the Job Commitment letter must be thoroughly explained in the narrative section of this application.
NOTE: If any company has more than one location in North Carolina, a NCUI-101 multi-site report or forms for each company location must be provided.
- Business Financial Documents.** Submit a copy of the most recent three years of certified or CPA prepared financial statements that include Balance Sheet, Income Statement and Statement of Cash Flows for each non-start-up company participating in the project.

Tab 3 – Building Reuse Projects Only

- Line Item Budget.** Submit a line item budget that lists the proposed renovation/construction expenses and the cost for each expense (example expenses include, but are not limited to: HVAC, electrical, plumbing, roofing, flooring, painting, etc.).
- Cost Estimates.** Submit cost estimates for each expense identified in the line item budget. The estimates must be prepared by a contractor, sub-contractor or architect and provided on that company's letterhead. A company owned or operated by any project partner may not provide estimates or be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's valid NC General Contractor's license must be included in this section of the application materials.
- Site Control Documents.** Submit a copy of the property deed. Also, if the job creating company does not own the building, submit a copy of an executed lease agreement. If the property ownership will change, provide a detailed explanation of the real estate transaction that will occur with the legal names of the seller and buyer and date that the sale will close. Once the transaction is complete, a copy of the new deed must be submitted. The project will not be placed under contract until all correct, complete site control documents are received.

Tab 3 – Infrastructure Projects Only

- Preliminary Engineering Report (PER).** The PER should detail the proposed improvements and the current infrastructure that supports the proposed improvements. The PER should be sealed and dated and include an opinion of cost that is not more than six months old at the time of the application. The PER should include a map that shows the location of the business(es) as well as the location of the current infrastructure serving the project area and the proposed infrastructure improvements that will be supported through the project assistance.
- Line Item Budget.** Submit a line item budget that lists the expenses associated with the proposed infrastructure improvements and the cost for each expense.
- Proof of Funding Availability.** Submit a signed letter of funding availability from each source of funds committed for the project. The total of all funding commitment letters must meet or exceed the total project cost. If loan or other grant funds are pledged, a loan/grant commitment letter from each source of funds must be included.

Tab 4

- Photographs.** Submit photographs representative of the proposed project. Include digital copies on a flash drive along with printed copies.

Tab 5 – Start-Up Businesses Only

- Business Plan.** A complete and detailed Business Plan that includes three years of financial projections (including balance sheets, cash flow statements and income statements) along with a Source and Use of Funds statement, with detailed assumptions upon which the financial projections were built. The Business Plan must also include a marketing plan that details what the company plans to sell and how they will market the product or service. The Business Plan should also provide a thorough description of the management team and the members' background that support the success of the venture. A description of the company's competitors should be provided, with an explanation of how the company will garner its expected share of the market.
- Capital Plan.** Details and evidence regarding the capital that has been or will be raised. This must include where the capital is currently on deposit and the total amount that is required to launch the business and sustain it in the early years. A letter from the depository holding the funds in escrow can serve as proof of the available capital.
 - Evidence of initial capitalization (loans, private investor commitments), as well as the ability to meet working capital needs must be provided.
 - A commitment letter from a bank for an operating line of credit needed to fund the "cash cycle" of the business and provide for unforeseen needs. In addition, the source of the funding for any machinery and equipment required for the project.
- Articles of Incorporation.** For each start-up company submit a copy of the company's "Articles of Incorporation" filed with the NC Department of the Secretary of State.
- Contracts with potential customers or letters of intent to buy from the company when it begins operations.**
- Copies of the bylaws, shareholder agreement or operating agreement of the business.**
- Copies of any certifications by regulatory bodies necessary to operate the business.**
- An understanding with the principal owners that they may be required to sign a personal guarantee of the performance of the grant and provide complete personal financial statements for each guarantor.**

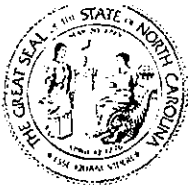
APPLICATION SUBMISSION

Applicants should submit pages 6-10 of this application package including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package. Full applications should be received at Commerce by 5:00 p.m. on the selected full-application deadline. The full list of application deadlines can be found on the Commerce website at <http://www.nccommerce.com/rgp>.

Mail Application Materials:

Building Reuse Projects-Hazel Edmond or Infrastructure Projects-Melody Adams
North Carolina Department of Commerce
Rural Economic Development Division
4346 Mail Service Center (US Mail)
301 North Wilmington Street (FedEx, UPS)

Raleigh, NC 27699-4346



Application # _____
(For internal use only)

Vacant Building Existing Business Building Rural Health Care Rural Infrastructure

Applicant Information

Local Government

Name: Yancey County County: Yancey Tier #: 2

Mailing Address: 110 Town Square, Room 11 City: Burnsville State: NC Zip: 28714

Primary Telephone: 828-682-2972 Federal Tax ID #: 56-6000453

Website: yanceycountync.gov

Chief Elected Official Name: Jeff Whitson Title: Chairman, Board of County Commissioners

Telephone: 828-682-3971 Email: Jeff.Whitson@yanceycountync.gov

Manager/Administrator Name: Lynn Austin Title: County Manager

Telephone: 828-682-3971 Email: Lynn.Austin@yanceycountync.gov

Local Government Project Manager (if different than above):

Name: Jamie McMahan Title: Economic Development Director

Telephone(s): 828-682-7722 Email: Jamie.McMahan@yanceycountync.gov

Grant Administrator Company Name (if applicable): _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Title: _____

Telephone(s): _____ Federal Tax ID #: _____

Website: _____ Email: _____

Project Information

Project Title: Project MCHP Grant Amount Requested (\$): 200,000

Number of Businesses to be Assisted: 1 Number of Jobs to be Created: 16

Project Description (provide a summary of the project below):

Bakersville Community Medical Clinic, doing business as Mountain Community Health Partnership, is a federally qualified health center seeking to expand its clinical services in Yancey County by opening a clinic in downtown Burnsville, North Carolina. Mountain Community Health Partnership currently provides health care services in Mitchell and Yancey Counties and through this project seeks to greatly expand its footprint in Yancey County. As a result of this project, Yancey County citizens will be afforded better access to quality health care in their community, and a better choice of healthcare providers and healthcare services not previously readily available in the community. Yancey County and Mountain Community Health Partnership have the common goal of improving health care access for Yancey County's citizens. Through this project a formerly empty and vacant medical clinic will be upfitted as a modern, functioning general practice clinic to allow easy access to healthcare providers in a central location within Yancey County.

Has any project participant ever benefitted from a grant with the Department of Commerce? Yes No If Yes, please explain 1



Yancey County, the grant applicant, has received previous building reuse grants, most recently two grants supporting local industry expansion (Mt. Electronics (2017) and Altec Industries (2019) being the company partners in those grants) and an additional rural healthcare grant in collaboration with Mercy Urgent Care (2018).

Bakersville Community Medical Clinic dba Mountain Community Health Partnership has received a previous building reuse grant to support a dental clinic project in Mitchell County, NC.

**Rural Building Reuse and Infrastructure
Application Form**

Project Budget

List all expenses related to the project, the amount of each expense, and the corresponding funding source(s) in the table below. The table should include costs for acquisition, construction, infrastructure improvements, equipment, training, etc. The table should clearly show all planned expenditures and all funding sources for the project.

Project Expense	Source Name:	Source Name:	Source Name:	Source Name:
	Yancey County Grant Match	NC Building Reuse Grant	MCHP Funds	
	Amount	Amount	Amount	Amount
Interior Construction	\$10,000	\$15,289.50	\$15,289.50	
Interior Finishes		\$13,454.50	\$13,454.50	
Plumbing		\$21,082.50	\$21,082.50	
HVAC		\$11,841	\$11,841	
Selective Building Demolition		\$21,311.50	\$21,311.50	
Fixtures,Built-Ins & Casework		\$74,032	\$74,032	
Electrical		\$13,235.50	\$13,235.50	
Gen. Contractor Overhead		\$29,753.50	\$53,632.50	
Const. Contingency 5%			\$21,694	
Sub Total (\$)	\$10,000	\$200,000	\$245,573	

Total Construction Cost: (\$) \$455,573
Total Project Cost: (\$) \$455,573

Project Narrative

1 Provide a detailed description of the project company and the jobs to be created.

Bakersville Medical Center, dba Mountain Community Health Partnership's mission is to improve the quality of life for all residents in Yancey and Mitchell Counties by providing excellent primary healthcare services. In February 2017, Celo Health Center merged with the Bakersville Community Health Center to become the Mountain Community Health Partnership. As a Federally Qualified Health Center Mountain Community Health Partnership is a resource for wellness, prevention and quality care. MCHP provides primary care, pregnancy care, women's health, pediatric care, and behavioral health at all of their offices. They also offer chiropractic services at their offices.

MCHP is committed to providing quality health care to patients in their service area, regardless of their ability to pay. Mountain Community Health Partnership providers are dedicated to caring for the whole person. Their doctors are board certified in family medicine, a specialty that recognizes the person as part of a family and community and takes care of each patient according to their stated needs. MCHP provides complete health care for all ages and genders, emphasizing prevention, addressing urgent needs, and helping each patient manage any long-term conditions that develop.

This project will create sixteen new jobs at MCHP's new Burnsville clinic as follows:

- 1 new medical provider (PA or NP)
- 1 behavioral health provider (LCSW, LCAS, LPC, PsyD)
- 1 clinical pharmacist
- 1 community health worker
- 1 peer support specialist
- 1 care manager
- 4 nurses (CMA, LPN, RN)
- 4 front office staff
- 1 billing clerk
- 1 lab tec/phlebotomist

Rural Building Reuse and Infrastructure Application Form

- 2 Provide a listing of all the company's existing locations along with the number of current full-time and part-time jobs and whether any change in employment are planned for each location.

Mountain Community Health Partnership currently operates clinics in Bakersville and Celo in Mitchell and Yancey Counties respectively. This project will add a new general practice clinic in Burnsville in Yancey County. Between the two current clinics presently in operation MCHP employs 107 persons, 97 full-time positions, 4 part-time positions, and 4 PRN. No changes in staffing at current levels is planned by MCHP. This project will add additional staff to the positions already employed by the company.

- 3 Provide a detailed description of the construction/renovation project.

The project planned will provide a complete renovation and upfit of a long-time vacant property along Pensacola Road in Burnsville, North Carolina. The building project will consist of selective demolition of some components of the current building, improvements to plumbing, mechanical and electrical systems, reframing and interior carpentry and construction of built-in casework and fixtures to provide a modern, well appointed general practice clinic with exam and lab space, office and storage, adequate waiting, clerical, reception and meeting facilities necessary to operate a general practice medical clinic at the site.

- 4 Provide description of the project property/building and its significance.

Located along Pensacola Road in Burnsville, Yancey County, North Carolina the property which is the subject of this project is a building which formerly housed a clinical medical practice. The building has been vacant for many years prior to its acquisition last year by Mountain Community Health Partnership. Located adjacent to the Yancey County Department of Social Services, a long-term nursing care facility, and a local mental health service provider, the addition of the new planned general practice clinic at this location will fill out a multi-disciplinary healthcare campus, restore a long-time vacant, gradually deteriorating property to productive use, and provide a dramatic increase in the number of medical service providers offering care in Yancey County. This project renovates a derelict building, further enhances a local healthcare campus, and brings additional medical providers to rural Yancey County, meeting the stated policy goal of the Yancey County Board of Commissioners and the Yancey County Economic Development Commission to recruit new, quality healthcare providers to rural Yancey County.

Property Owner Information

Property Owner Legal Name: Bakersville Community Medical Clinic, Inc. dba Mountain Community Health Partnership

Property Owner Representative Name (First and Last): Chuck Shelton
(Authorized to sign loan documents for Building Reuse)

Property Owner Rep.
Mailing Address: 86 N. Mitchell Ave. City: Bakersville State: NC Zip: 28705

Property Owner Rep.
Phone: 828-688-2104 Email: cshelton@mchp.care

Property Information

Property Address
for Project: 300 Pensacola Road City: Burnsville State: NC Zip: 28714

Year Building Was Constructed: 1988 Number of Months
Building Vacant: 5 years Square Footage
of Building: 2,916

Is the property listed on the National Register of Historic Places? Yes No

If you are unsure whether the property is listed on the National Register of Historic Places, you can check the address by accessing the following website: <http://gis.ncdcr.gov/hpoweb/>. If the property is listed, the provisions of NCGS 121-12(a) will be required.

Company Information

BUSINESS Name: Bakersville Community Medical Clinic, Inc. dba Mountain Community Health Partnership Federal ID Tax #: 56-1084427

Business Representative Name: Chuck Shelton NAICS Code: 621999

Business Mailing Address: 86 N. Mitchell Ave. City: Bakersville State: NC Zip: 28705

Business Representative
Phone: 828-688-2104 Business
Representative Email: cshelton@mchp.care

Check ONE box below for the Industry Type of the Business:

- Data & Call Services Healthcare Manufacturing Processing Warehouse/Distribution
 Professional Service Restaurant Retail Non-Profit

Is the proposed Business a startup? Yes No If no, how many years in business in NC? 47

Number of existing part-time employees in NC: 4 Will the business provide health benefits? Yes No

Number of existing full-time employees in NC: 97 What % of health benefits are employer paid? 50 %

Number of new full-time jobs committed: 16 Average annual wage of the new jobs committed? \$41,625

If more than one company will participate in the project, please copy this page and complete for each additional company.

Average Annual Wage Computation Work Sheet

Number of New Employees	Position Type	Gross Annual Wages
1	Medical Provider (PA or NP)	\$85,000
1	Behavioral Health Provider (LCSW, LCAS, LPC)	\$50,000
1	Clinical Pharmacist	\$105,000
1	Community Health Worker	\$30,000
1	Peer Support Specialist	\$32,000
1	RN Care Manager	\$60,000
4	Nurses	\$128,000
4	Front Office Staff	\$112,000
1	Billing Clerk	\$32,000
1	Lab tech/phlebotomist	\$32,000

Total 16 (A)

Total Annual Wages	\$666,000	(B)
Divide Total Wages (B) by the Total Number of New Employees (A) for the Average Annual Wage	\$41,625	(B/A)
Percent Employer-Paid Health Insurance	50	%

Company Certifications

- 1 **Overdue Tax Debts** Does the Company or the Related Member(s) currently have any overdue tax debts with any City, Town or County in, or with the State of North Carolina?
 Yes No

- 2 **Occupational Safety and Health Act Violations** Does the Company, or the Related Member(s) have any citation under the Occupational Safety and Health Act that have become a final order within the past three years for willful serious violations or for failing to abate serious violations?
 Yes No

- 3 **Loan Defaults** Is the Company, or the Related Member(s) currently in default on any loan or grant previously made by the State of North Carolina?
 Yes No

- 4 **Incentive History** Has the Company, or Related Member(s) ever defaulted on an economic development grant or incentive or been sued by a grantor with respect to an economic development grant or incentive?
 Yes No

- 5 **Creditor Losses, Litigation, Government Investigations** Has any member of management or any principal of the Company, or the Related Member(s) been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety?
 Yes No

- 6 **Pending or Threatened Litigation** Is the Company, or Related Member(s) subject to any claim, suit, action, proceeding, or government investigation that is pending or threatened that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the proposed grantee's finances or operations or the ability to conduct the proposed project, or that would reasonably be expected to impact the Rural Infrastructure Authority's decision to award a grant?
 Yes No

If you answered YES to any of the questions above, please provide a detailed description:

**Rural Building Reuse and Infrastructure
Application Form**

If more than one company will participate in the project, please copy this page and complete for each additional company.

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
- 4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
- 5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signature of Local Government Chief Elected Official

Jeff Whitson
Typed Name

Chairman, Yancey County Board of County Commissioners

Typed Title

Date

Signature of Property Owner Representative

Chuck Shelton
Typed Name

Chief Executive Officer

Typed Title

Date

Signature of Company CEO/CFO/COO/President

Chuck Shelton
Typed Name

Chief Executive Officer

Typed Title

Date



June 2, 2021

To: North Carolina Department of Commerce, Building Reuse Grant

From: Bakersville Community Medical Clinic, Inc.

RE: Job Commitment Letter, Project Topaz, EDPNC Project Number 2019-25350

As of today's date, Bakersville Community Medical Clinic, Inc employs:

- 88 full time employees.
- 3 part time employees.
- 8 PRN employees.

The Burnsville Health Center Project (71 Blue Ridge Lane, Burnsville, NC 28714) will create 16 new full-time jobs.

Signed,

Chuck Shelton, CEO

Bakersville Community Medical Clinic, Inc.

BAKERSVILLE COMMUNITY HEALTH CENTER
86 N. Mitchell Avenue
Bakersville, NC 28705
Phone (828) 688-2104
Fax: (828) 688-1334

CELO HEALTH CENTER
116 Seven Mile Ridge Road
Burnsville, NC 28714
Phone (828) 675-4116
Fax: (828) 675-9312

SPRUCE PINE HEALTH CENTER
36 Hospital Drive
Spruce Pine, NC 28777
Phone (828) 766-7778
Fax (828) 688-1334



EMPLOYER'S QUARTERLY
TAX AND WAGE REPORT

QUARTER ENDING
3/31/2021

DUE DATE
4/30/2021

ACCOUNT NUMBER
95-61-003

BAKERSVILLE COMMUNITY/MEDICAL CLINIC INC/MTN
PO BOX 27
BAKERSVILLE, NC 28705-0027

TAX RATE 0.680 %

QTY/YR
1Q2021

1. NUMBER OF COVERED WORKERS WHO WORKED DURING OR RECEIVED PAY FOR THE PAYROLL PERIOD WHICH INCLUDES THE 12TH OF THE MONTH

1ST MONTH	2ND MONTH	3RD MONTH
103	104	103

2. WAGES PAID THIS QUARTER SUBJECT TO THE LAW

1,425,077.47

3. LESS EXCESS WAGES

139,783.14

4. WAGES SUBJECT TO TAX

1,285,294.33

5. TAX DUE FOR THIS QUARTER

8,740.00

6. INTEREST

0.00

7. PENALTY - LATE FILING

0.00

8. PENALTY LATE PAYMENT

0.00

9. AMOUNT OF REMITTANCE PAYABLE TO:

8,740.00

DIVISION OF EMPLOYMENT SECURITY

FOR AGENCY USE ONLY

CK AMOUNT	DATE	COLL.	INITIAL
R/CK	LFP,W	LPP,W	

This report was filed electronically

Confirmation #: I.F.R.0295371.20210430114846

DO NOT MAIL THIS REPORT

OUR RECORDS SHOW YOUR FEDERAL TAX NUMBER AS 56-1084427. IF INCORRECT, ENTER CORRECT NUMBER HERE: . IF ANY CHANGES OCCURRED IN THE OWNERSHIP, TELEPHONE NUMBER OR ADDRESS, COMPLETE FORM NCU 101-A.

10. SOCIAL SECURITY NUMBER

11. EMPLOYEE NAME

12. SEASONAL

13. WAGES PAID THIS QUARTER

[REDACTED]	[REDACTED]	N	16,166.81
[REDACTED]	[REDACTED]	N	29,572.32
[REDACTED]	[REDACTED]	N	46,732.62
[REDACTED]	[REDACTED]	N	8,510.80
[REDACTED]	[REDACTED]	N	35,040.42
[REDACTED]	[REDACTED]	N	3,802.50
[REDACTED]	[REDACTED]	N	7,672.06
[REDACTED]	[REDACTED]	N	2,145.86
[REDACTED]	[REDACTED]	N	12,355.77
[REDACTED]	[REDACTED]	N	8,461.24
14. PAGE TOTAL			170,460.40

THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

AUTHORIZED BY

TITLE

TELEPHONE NUMBER

DATE

April Briggs

Finance Officer

(828) 537 - 2207

4/30/2021 12:00:00 PM

BAKERSVILLE COMMUNITY/MEDICAL CLINIC

EMPLOYER NAME

Page Number 2

ACCOUNT NUMBER

96-61-003

1Q2021
 QUARTER - YEAR

SOCIAL SECURITY NUMBER	INITIAL	EMPLOYEE NAME INITIAL LAST NAME	SEASONAL	WAGES PAID THIS QUARTER
[REDACTED]	[REDACTED]	[REDACTED]	N	8,244.73
[REDACTED]	[REDACTED]	[REDACTED]	N	9,562.94
[REDACTED]	[REDACTED]	[REDACTED]	N	11,399.64
[REDACTED]	[REDACTED]	[REDACTED]	N	0.00
[REDACTED]	[REDACTED]	[REDACTED]	N	30,218.82
[REDACTED]	[REDACTED]	[REDACTED]	N	15,682.50
[REDACTED]	[REDACTED]	[REDACTED]	N	9,024.54
[REDACTED]	[REDACTED]	[REDACTED]	N	14,374.44
[REDACTED]	[REDACTED]	[REDACTED]	N	9,687.37
[REDACTED]	[REDACTED]	[REDACTED]	N	7,332.41
[REDACTED]	[REDACTED]	[REDACTED]	N	7,204.37
[REDACTED]	[REDACTED]	[REDACTED]	N	8,233.72
[REDACTED]	[REDACTED]	[REDACTED]	N	7,905.76
[REDACTED]	[REDACTED]	[REDACTED]	N	13,682.80
[REDACTED]	[REDACTED]	[REDACTED]	N	6,957.60
[REDACTED]	[REDACTED]	[REDACTED]	N	7,528.07
[REDACTED]	[REDACTED]	[REDACTED]	N	12,122.69
[REDACTED]	[REDACTED]	[REDACTED]	N	28,302.50
[REDACTED]	[REDACTED]	[REDACTED]	N	16,596.65
[REDACTED]	[REDACTED]	[REDACTED]	N	2,559.00
[REDACTED]	[REDACTED]	[REDACTED]	N	13,823.49
[REDACTED]	[REDACTED]	[REDACTED]	N	9,519.02
			14. PAGE TOTAL	249,963.06

BAKERSVILLE COMMUNITY/MEDICAL CLINIC

ACCOUNT NUMBER

96-61-003

EMPLOYER NAME

Page Number 3

1Q2021 QUARTER - YEAR	SOCIAL SECURITY NUMBER	INITIAL	EMPLOYEE NAME INITIAL LAST NAME	SEASONAL	WAGES PAID THIS QUARTER
		[REDACTED]	[REDACTED]	[REDACTED]	N
	[REDACTED]	[REDACTED]	[REDACTED]	N	7,887.91
	[REDACTED]	[REDACTED]	[REDACTED]	N	10,673.21
	[REDACTED]	[REDACTED]	[REDACTED]	N	10,776.17
	[REDACTED]	[REDACTED]	[REDACTED]	N	3,646.20
	[REDACTED]	[REDACTED]	[REDACTED]	N	8,139.60
	[REDACTED]	[REDACTED]	[REDACTED]	N	14,777.42
	[REDACTED]	[REDACTED]	[REDACTED]	N	6,083.76
	[REDACTED]	[REDACTED]	[REDACTED]	N	15,812.44
	[REDACTED]	[REDACTED]	[REDACTED]	N	12,576.08
	[REDACTED]	[REDACTED]	[REDACTED]	N	24,004.47
	[REDACTED]	[REDACTED]	[REDACTED]	N	17,179.78
	[REDACTED]	[REDACTED]	[REDACTED]	N	8,903.71
	[REDACTED]	[REDACTED]	[REDACTED]	N	7,212.61
	[REDACTED]	[REDACTED]	[REDACTED]	N	11,617.90
	[REDACTED]	[REDACTED]	[REDACTED]	N	7,579.87
	[REDACTED]	[REDACTED]	[REDACTED]	N	9,106.29
	[REDACTED]	[REDACTED]	[REDACTED]	N	7,123.94
	[REDACTED]	[REDACTED]	[REDACTED]	N	3,551.77
	[REDACTED]	[REDACTED]	[REDACTED]	N	7,804.13
	[REDACTED]	[REDACTED]	[REDACTED]	N	8,216.65
	[REDACTED]	[REDACTED]	[REDACTED]	N	10,026.30
				14. PAGE TOTAL	220,501.63

BAKERSVILLE COMMUNITY/MEDICAL CLINIC

ACCOUNT NUMBER

96-61-003

EMPLOYER NAME

Page Number 4

1Q2021
 QUARTER - YEAR

SOCIAL SECURITY NUMBER	INITIAL	EMPLOYEE NAME INITIAL LAST NAME	SEASONAL	WAGES PAID THIS QUARTER
[REDACTED]	[REDACTED]	[REDACTED]	N	17,793.40
[REDACTED]	[REDACTED]	[REDACTED]	N	5,945.56
[REDACTED]	[REDACTED]	[REDACTED]	N	42,003.76
[REDACTED]	[REDACTED]	[REDACTED]	N	0.00
[REDACTED]	[REDACTED]	[REDACTED]	N	11,057.82
[REDACTED]	[REDACTED]	[REDACTED]	N	67,066.33
[REDACTED]	[REDACTED]	[REDACTED]	N	4,675.84
[REDACTED]	[REDACTED]	[REDACTED]	N	8,937.37
[REDACTED]	[REDACTED]	[REDACTED]	N	12,094.25
[REDACTED]	[REDACTED]	[REDACTED]	N	7,265.39
[REDACTED]	[REDACTED]	[REDACTED]	N	6,775.04
[REDACTED]	[REDACTED]	[REDACTED]	N	2,626.47
[REDACTED]	[REDACTED]	[REDACTED]	N	7,850.21
[REDACTED]	[REDACTED]	[REDACTED]	N	14,930.96
[REDACTED]	[REDACTED]	[REDACTED]	N	8,602.40
[REDACTED]	[REDACTED]	[REDACTED]	N	26,923.05
[REDACTED]	[REDACTED]	[REDACTED]	N	8,313.08
[REDACTED]	[REDACTED]	[REDACTED]	N	25,449.94
[REDACTED]	[REDACTED]	[REDACTED]	N	6,656.05
[REDACTED]	[REDACTED]	[REDACTED]	N	6,379.56
[REDACTED]	[REDACTED]	[REDACTED]	N	7,746.71
[REDACTED]	[REDACTED]	[REDACTED]	N	22,071.42
14. PAGE TOTAL				321,164.61

BAKERSVILLE COMMUNITY/MEDICAL CLINIC

ACCOUNT NUMBER

96-61-003

EMPLOYER NAME

Page Number 5

1Q2021

QUARTER - YEAR

SOCIAL SECURITY NUMBER	INITIAL	EMPLOYEE NAME INITIAL LAST NAME	SEASONAL	WAGES PAID THIS QUARTER
[REDACTED]	[REDACTED]	[REDACTED]	N	14,712.55
[REDACTED]	[REDACTED]	[REDACTED]	N	10,246.06
[REDACTED]	[REDACTED]	[REDACTED]	N	6,900.00
[REDACTED]	[REDACTED]	[REDACTED]	N	15,899.01
[REDACTED]	[REDACTED]	[REDACTED]	N	20,686.60
[REDACTED]	[REDACTED]	[REDACTED]	N	7,829.26
[REDACTED]	[REDACTED]	[REDACTED]	N	12,815.79
[REDACTED]	[REDACTED]	[REDACTED]	N	13,720.00
[REDACTED]	[REDACTED]	[REDACTED]	N	6,662.17
[REDACTED]	[REDACTED]	[REDACTED]	N	7,496.08
[REDACTED]	[REDACTED]	[REDACTED]	N	6,196.08
[REDACTED]	[REDACTED]	[REDACTED]	N	3,139.73
[REDACTED]	[REDACTED]	[REDACTED]	N	3,554.78
[REDACTED]	[REDACTED]	[REDACTED]	N	33,082.49
[REDACTED]	[REDACTED]	[REDACTED]	N	31,600.24
[REDACTED]	[REDACTED]	[REDACTED]	N	8,148.68
[REDACTED]	[REDACTED]	[REDACTED]	N	78.75
[REDACTED]	[REDACTED]	[REDACTED]	N	48,910.64
[REDACTED]	[REDACTED]	[REDACTED]	N	32,222.91
[REDACTED]	[REDACTED]	[REDACTED]	N	20,863.64
[REDACTED]	[REDACTED]	[REDACTED]	N	26,107.04
[REDACTED]	[REDACTED]	[REDACTED]	N	7,827.84
14. PAGE TOTAL				338,700.34

Aiken Cost Consultants



LETTER OF TRANSMITTAL

27-Apr-21

3:52 PM

RECIPIENT

Name: Shane Elliott, LEED AP
Company: Mathews Architecture
Address: 34 Wall Street, Suite 307
Asheville, NC 28801
Ph/FAX: 828-253-4300
e-mail: shane@mathewsarchitecture.com

SENDER

Name: Breana Vachon
Company: Aiken Cost Consultants
Address: 19 West Stone Avenue
Greenville, SC 29609
Phone: (864)-232-9342
Fax: (864)-233-2573
e-mail: Breana@AikenCost.com

PROJECT INFORMATION

Project Title: Clinic Upfit
Location: Burnsville, NC
ACC Project #: MAR48
Estimate Format: ACC Progressive 10
75% Construction Documents

PURPOSE OF TRANSMITTAL

As Requested For Your Use For Your File For Your Review/Comment For Your Information

METHOD OF DELIVERY

Direct Express US Mail Fax Hand e-mail

ITEMS TRANSMITTED

	Number	# Pages
Master Summary	1	2
Building Estimate Summary	1	2
Site Estimate Summary		
GC Field Overhead	1	1
Cost Estimate Detail	1	7
Vendor Quotes		
Other-		
Total Items Transmitted (including this page)	5	13

COMMENTS

We have tried to organize the estimate to simplify your review and analysis. Please click on the tabs at the bottom of your screen to navigate through the estimate. We encourage your careful review and appreciate your questions and comments.



MASTER SUMMARY

75% Construction Documents

For
Clinic Upfit
Mountain Community Health Partnership
Burnsville, NC

Architect:
 Mathews Architecture
 34 Wall Street, Suite 307
 Asheville, NC 28801

Cost Estimator:
 Aiken Cost Consultants
 19 West Stone Avenue
 Greenville, SC 29609

	Building		Sitework		Total	
	Cost	%	Cost	%	Cost	%
Clinic Upfit	433,879				433,879	100%
Total Probable Base Bid	\$433,879	100.0%			\$433,879	100%

Site Cost per Adjusted Gross						
1 LS				LS		
Building Cost per Adjusted Gross						
2,650 SF	164	SF			164	SF

Construction Phase Contingency	21,694	5.0%		5.0%	21,694	5%
Total Construction Cost (TCC)	\$455,573				\$455,573	105%

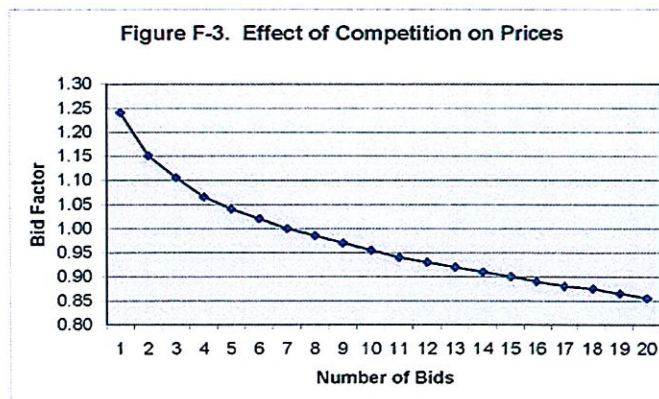
Project Notes / General Comments

This estimate is based upon 75% CD Drawings dated 14 April 2021.

This estimate has been prepared in accordance with generally accepted estimating practices and principles. Aiken Cost Consultants' staff is available to discuss our methods, pricing, assumptions, or estimating philosophy with any interested party. Please contact us by phone at (864) 232-9342, by fax at (864) 233-2573, or by e-mail at Brad@AikenCost.com.

Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. We have no control over General or Subcontractor overhead and profit percentages, bidding climates, schedules, contractor's methods of determining prices, continuing design modifications or addenda, etc., therefore, we cannot guarantee that proposals, bids, or actual construction costs will be within a certain range of this, or subsequent, cost estimates.

When preparing each cost estimate submittal Aiken Cost Consultants reviews current market conditions. It is our opinion that current construction market may be less than competitive at both the General Contractor and Sub Contractor levels. One of several resources the Owner should consider when bidding a project is the "Effect of Competition on Prices" chart developed by the U.S. Army Corp of Engineers. Additional project specific factors to consider (when applicable) are; anticipated mid-point of construction, difficult conditions, phasing, Liquidated Damages, limited or set-aside contracting requirements, etc. These multiple factors should also be considered whenever the project is delayed and/or market conditions change significantly.





BUILDING SUMMARY
75% Construction Documents

FOR
Clinic Upfit

Mountain Community Health Partnership
Burnsville, NC

Architect:
 Mathews Architecture
 34 Wall Street, Suite 307
 Asheville, NC 28801

Cost Estimator:
 Aiken Cost Consultants
 19 West Stone Avenue
 Greenville, SC 29609

Project Data		Area Calculation	
Project Code:	MAR48	First Floor	Adjusted Gross
Type of Work:	Demo & Upfit		2650 SF
Mid Point of Construction:	Dec 2021		
Est Const Duration:(Months)	4		
Owners Budget:	Unknown		
ACC Last Estimate:	NA		
		Total Bldg Area =	2650 SF

Project	Clinic Upfit	GFA -->	2,650	SF
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LEVEL 2 GROUP ELEMENTS Level 3 Elements	Element				Cost per unit GFA	%
	Quantity	Unit	Rate (\$)	Cost		

A10 FOUNDATION SYSTEM						
-----------------------	--	--	--	--	--	--

A20 BASEMENT CONSTRUCTION						
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B10 SUPERSTRUCTURE						
--------------------	--	--	--	--	--	--

B20 EXTERIOR CLOSURE						
----------------------	--	--	--	--	--	--

B30 ROOFING						
-------------	--	--	--	--	--	--

C10 INTERIOR CONSTRUCTION						
C1010 Partitions	1266	SF	6.46	\$40,579	\$15.31	9.4%
C1020 Interior Doors	13	Opng	1,872	8,178	3.09	
C1030 Fittings (Specialties)	2650	SF	3.04	24,333	9.18	
C20 STAIRCASES				8,068	3.04	

C30 INTERIOR FINISHES						
C3010 Wall Finishes	7507	SF	1.05	\$26,909	\$10.15	6.2%
C3020 Floor Finishes	2650	SF	5.96	7,865	2.97	
C3030 Ceiling Finishes	2650	SF	1.22	15,802	5.96	
D10 CONVEYING SYSTEMS				3,242	1.22	

Project	Clinic Upfit			GFA -->	2,650	SF
LEVEL 2 GROUP ELEMENTS Level 3 Elements	Element				Cost per unit GFA	%
	Quantity	Unit	Rate (\$)	Cost		
D20 PLUMBING				\$42,165	\$15.91	9.7%
D2010 Plumbing Fixtures	2650	SF	11.94	31,638	11.94	
D2020 Domestic Water Distribution	2650	SF	2.04	5,409	2.04	
D2030 Sanitary Waste & Vent	2650	SF	0.88	2,338	0.88	
D2050 Special Plumbing Systems	2650	SF	1.05	2,780	1.05	
D30 HVAC				\$23,682	\$8.94	5.5%
D3030 Cooling Generating Systems	2650	SF	3.67	9,728	3.67	
D3040 Distribution Systems	2650	SF	1.43	3,777	1.43	
D3060 Controls & Instrumentation	2650	SF	0.30	807	0.30	
D3070 Special HVAC Systems & Equipment	2650	SF	3.31	8,781	3.31	
D3080 Systems Testing & Balancing	2650	SF	0.22	589	0.22	
D40 FIRE PROTECTION						
D50 ELECTRICAL				\$26,471	\$9.99	6.1%
D5010 Electrical Service & Distribution	2650	SF	1.99	5,287	1.99	
D5020 Lighting & Branch Wiring	2650	SF	7.28	19,302	7.28	
D5030 Communication & Branch Wiring	2650	SF	0.21	561	0.21	
D5040 Special Electrical Systems	2650	SF	0.50	1,322	0.50	
E10 EQUIPMENT						
E20 FURNISHINGS				\$148,064	\$55.87	34.1%
E2010 Fixed Furnishings	2650	SF	55.87	148,064	55.87	
F10 SPECIAL CONSTRUCTION						
F20 SELECTIVE BUILDING DEMOLITION				\$42,623	\$16.08	9.8%
F2010 Building Elements Demolition	2650	SF	8.52	22,569	8.52	
F2020 Hazardous Components Abatement	2650	SF	7.57	20,054	7.57	
Building Elemental Cost without GC Field Overhead				\$350,493	132.26	80.8%
Z20 GC FIELD OVERHEAD						
GC Field Overhead for Building	2,650	SF		83,386	31.47	19.2%
Building Cost including GC Field Overhead	2,650	SF		\$433,879	163.73	100.0%
The above unit prices INCLUDE the following:						
Fees & Permits	GC Home Office Expense	GC Profit				
Bond	Escalation to Mid Point of Construction	Sub-Contractor OH&P				
State Sales Tax	Non-Competitive Market					
The following items are EXCLUDED from this estimate:						
Design Fees	Furniture or Furnishings (Except as Noted)					
Inhouse Costs	Window Blinds or Other Window Treatments					
Finance Costs						

MAR48		Clinic Upfit		GC Field Overhead		Net SF:	2,650
75% Construction Documents							
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Z20/Z60 GC FIELD OVERHEAD							\$83,386
Field Personnel							
Supervisor	4	MO		11862	11862	47,447	
Clerk	4	MO		2751	2751	11,003	
Field Office Expense							
Insurance	1	LS		1644	1644	1,644	
Scheduling - CPM	1	LS	312		312	312	
Utilities							
Temporary Sanitary (2 Portable Toilets)	4	MO	573		573	2,294	
Cell Phone (x3)	4	MO	127		127	508	
Vehicles & Equipment							
Pick Up Trucks, 3/4 Ton, 4WD	4	MO	986		986	3,942	
Gas for equipment	4	MO	331		331	1,326	
Misc. Equipment	4	MO		487	487	1,949	
Storage / Tool Trailer	4	MO	336		336	1,344	
Small Tools	1	LS	555		555	555	
Clean up							
Continuous Cleanup	80	DAY	0.82	8.59	9.41	753	
Final Cleanup	2,650	SF	0.11	0.40	0.50	1,333	
Debris Removal & Disposal	4	MO	555		555	2,221	
Miscellaneous Expenses							
Project Sign	1	EA	416	61	477	477	
Misc Expenses	1	LS	625		625	625	
QC and Closeout							
Inspections, Quality Control & Testing	1	LS	347	1977	2324	2,324	
Contract Closeout	1	EA	694	2636	3330	3,330	

MAR48 Clinic Upfit						Net SF:	2,650
75% Construction Documents			EQUIP/	QUOTE/	UNIT	TOTAL	
DESCRIPTION		U/M	MAT'L	INSTALL	TOTAL	COST	
A SUBSTRUCTURE							
None In This Contract							
B SHELL							
None In This Contract							
C INTERIORS							
C10 INTERIOR CONSTRUCTION						40,579	
C1010 Partitions	1266	SF	@	6.46	=	8,178	
C1011 Fixed Partitions							
5/8" Gyp Brd-1 side on 3 1/2" wood studs, taped & fin	84	SF		1.45	2.23	3.68	309
5/8" Gyp Brd-2 sides on 3 1/2" wood studs, taped & fin	280	SF		2.03	3.28	5.31	1,487
5/8" Gyp Brd-2 sides on 3 1/2" wood studs sound batt	803	SF		2.47	3.65	6.12	4,918
5/8" Gyp Brd-2 sides on 5 1/2" wood studs, sound batt	82	SF		3.14	3.78	6.92	567
C1017 Interior Windows & Storefronts							
Interior Storefront, sliding glass	17	SF		46.50	6.24	52.75	897
C1020 Interior Doors	13	Opng	@	1,872	=	24,333	
C1021 Interior Doors							
3'x 7' SCW door w/ HM frame, paint, & hdwr	11	EA		1,279	565	1,843	20,277
3'x 7' SCW Pocket door w/ frame, paint, & hdwr	2	EA		1,406	621	2,028	4,055
C1030 Fittings (Specialties)	2,650	SF	@	3.04	=	8,068	
C1028 Toilet Accessories							
Mirror w/ SS Frame, 24"W x36"H	2	EA		178	35.07	213	426
Toilet Tissue Dispenser, Double Roll	2	EA		32.67	21.93	54.61	109
Soap Dispenser	2	EA		76.75	26.14	103	206
Sanitary Napkin Disposal (Surface Mounted)	2	EA		282	87.09	369	739
Electric Hand Dryer	2	EA		980	131	1,112	2,223
Stainless Steel Grab Bars, 18"	2	EA		45.59	21.93	67.52	135
Stainless Steel Grab Bars, 36"	2	EA		51.67	26.14	77.81	156
Stainless Steel Grab Bars, 42"	2	EA		58.51	26.14	84.65	169
C1034 Misc. Specialties							
Changing Station, Baby	1	EA		371	39.53	410	410
Pass-thru Cabinet	1	EA		517	76.30	593	593
Signs, wall & door	6	SF		250	9.94	260	1,559

MAR48		Clinic Upfit				Net SF:	2,650
75% Construction Documents							
DESCRIPTION	U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST		
Partition, at reception	1 EA	1,166	177	1,343	1,343		
C20 STAIRCASES							
None In This Contract							
C30 INTERIOR FINISHES						26,909	
C3010 Wall Finishes	7507 SF	@	1.05	=	7,865		
C3011 Wall Finishes							
Paint (low-VOC) drywall, primer & 2 coats	7506 SF	0.23	0.41	0.64	4,820		
Patch & Repair Walls	1 LS		3,045	3,045	3,045		
C3020 Floor Finishes	2,650 SF	@	5.96	=	15,802		
C3022 Flooring							
Vinyl Composition Tile w/ low VOC adhesive	280 SF	5.24	0.72	5.96	1,668		
C3023 Carpeting							
Carpet Tile, Cushion Back w/ low VOC adhesive	2050 SF	5.14	0.49	5.63	11,533		
C3025 Bases, Curbs, & Trim							
Rubber Base, 4", Cove w/ low VOC adhesive	834 LF	1.98	1.14	3.12	2,600		
C3030 Ceiling Finishes	2,650 SF	@	1.22	=	3,242		
C3032 Suspended Ceilings							
Patch Gyp Bd Ceiling	2650 SF	0.60	0.63	1.22	3,242		
D SERVICES							
D20 PLUMBING						42,165	
D2010 Plumbing Fixtures	2,650 SF	@	11.94	=	31,638		
Water Closet, Flush Valve, Flr Mtd (P-1)	2 EA	1557.46	586.06	2143.52	4,287		
Lavatory, Wall Hung (P-2)	2 EA	1854.12	829.00	2683.12	5,366		
Lavatory, Counter Top (P-3)	7 EA	1069.21	688.74	1757.95	12,306		
S/S Sink (P-4)	1 EA	1670.26	1029.36	2699.61	2,700		
S/S Sink (P-5)	1 EA	2211.04	1029.36	3240.40	3,240		
Electric Water Cooler (P-6)	1 EA	3244.72	293.03	3537.75	3,538		
Ice Maker Connection w/Box & Valve (P-7)	1 EA	80.35	120.53	200.88	201		
D2020 Domestic Water Distribution	2,650 SF	@	2.04	=	5,409		

MAR48 Clinic Upfit						Net SF:	2,650
75% Construction Documents							
DESCRIPTION	U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST		
Domestic Water Piping							
½" Copper Pipe w/Ftgs, Hgrs & Insul.	200	LF	11.22	15.83	27.05		5,409
D2030 Sanitary Waste & Vent	2,650	SF	@	0.88	=		2,338
Sanitary Waste & Vent Piping							
CISP No Hub Pipe, Ftgs & Hgrs	85	LF	11.61	14.54	26.15		2,223
2" VTR (Vent Through Roof)	2	EA	32.45	24.92	57.37		115
D2040 Rain Water Drainage		EA	@		=		
None In This Contract							
D2050 Special Plumbing Systems	2650	SF	@	1.05	=		2,780
Plumbing Specialties							
Vibration Isolation & Seismic Restraint	2,650	SF			0.15		387
Submittals and Close Out Documentation	2,650	SF		0.08	0.08		199
Plumbing Shop Drawings	2,650	SF		0.10	0.10		265
Plumbing "As Built" Drawings	2,650	SF		0.08	0.08		199
Pressure Test Domestic / DWV Lines	2,650	SF		0.04	0.04		100
Disinfect Domestic Water Lines	2,650	SF		0.03	0.03		66
Pipe Labeling / Tagging	2,650	SF		0.06	0.06		166
One Year Contractor Service Warranty	2,650	SF		0.05	0.05		133
Flush Valve Sensor for WC	2	EA	548.51	83.90	632.41		1,265
D30 HVAC							23,682
D3020 Heat Generating Systems		TN	@		=		
None In This Contract							
D3030 Cooling Generating Systems	2,650	SF	@	3.67	=		9,728
Air Package Units							
Split Syst. Heat Pump, Air/Air	1	EA	6528.06	3199.52	9727.59		9,728
D3040 Distribution Systems	2,650	SF	@	1.43	=		3,777
Ductwork							
Galv. Rectangular & Round Duct	280	LB	1.39	9.59	10.98		3,075
Grilles, Registers & Diffusers							
Ceiling Diffuser & Grilles	4	EA	126.70	48.79	175.49		702

MAR48 Clinic Upfit						Net SF:	2,650
75% Construction Documents			EQUIP/	QUOTE/	UNIT	TOTAL	
DESCRIPTION	U/M	MAT'L	INSTALL	TOTAL	TOTAL	COST	
D3050 Terminal & Package Units		TN	@	=			
None In This Contract							
D3060 Controls & Instrumentation	2,650	SF	@	0.30	=	807	
Thermostat, Programmable, Includes Wiring In Conduit	1	EA	559.33	247.95	807.27	807	
D3070 Special HVAC Systems & Equipment	2,650	SF	@	3.31	=	8,781	
HVAC Specialties							
Vibration Isolation & Seismic Restraint	3,100	SF		0.53	0.53	1,630	
HVAC Shop Drawings	3,100	SF		0.28	0.28	873	
HVAC "As Built" Drawings	3,100	SF		0.21	0.21	641	
Submittals and Close Out Documentation	3,100	SF		0.19	0.19	582	
Operation & Maintenance Manuals (O & M's)	3,100	SF		0.08	0.08	233	
Inspection & Limited Commissioning	3,100	SF		0.30	0.30	932	
Owner Training For Operating Personnel	3,100	SF		0.08	0.08	233	
One Year Contractor Service Warranty	3,100	SF		0.09	0.09	291	
Misc HVAC Items	3,100	SF	0.77	0.31	1.09	3,365	
D3080 Systems Testing & Balancing	2,650	SF	@	0.22	=	589	
Air Side Testing & Balancing							
Start-Up, Test & Balance Packaged AHU	1	EA			310.37	310	
Test & Balance Grilles & Diffusers	4	EA			69.72	279	
D40 FIRE PROTECTION							
None In This Contract							
D50 ELECTRICAL						26,471	
D5010 Electrical Service & Distribution	2,650	SF	@	1.99	=	5,287	
D5013 Panels							
Electric Meter Base, 400 amp, 3R	1	EA	1,845	578	2,423	2,423	
D5019 Panel Feeders							
2 1/2" PVC Sch. 80 conduit	40	LF	7.19	10.52	17.72	709	
2 1/2" PVC elbow	4	EA	12.12	46.00	58.11	232	
2 1/2" PVC Sch. 40 adapter	4	EA	3.14	29.97	33.11	132	
250 kcmil XHHW wire, AL	180	LF	2.45	2.36	4.81	866	

MAR48 Clinic Upfit						Net SF:	2,650
75% Construction Documents							
DESCRIPTION	U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST		
Polaris 6 hole connectors	3 EA	158	90.60	249	746		
6"x6" wireway, N1, w/ fittings, screw cover, & supports	3 LF	36.74	22.79	59.53	179		
D5020 Lighting & Branch Wiring	2,650 SF	@	7.28	=	19,302		
D5021 Light Fixtures							
Reinstall existing lights	3 EA	23.45	112	135	405		
Fixture whip, (3) #12THHN	3 EA	16.42	21.39	37.81	113		
Reinstall alarm panel	1 EA	782	697	1,479	1,479		
D5023 Lighting Controls							
Switch, 20 amp, 1 pole, w/box, ring, cover	4 EA	38.98	80.00	119	476		
2G Switch, 20 amp 1 pole, w/box, ring, cover	4 EA	49.72	97.57	147	589		
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	160 LF	1.67	5.27	6.94	1,111		
3/4" EMT connector	16 EA	5.25	6.22	11.47	184		
3/4" EMT field bend	16 EA		8.57	8.57	137		
4" Square box w/cover (ring), support	8 EA	14.23	34.15	48.38	387		
#12 THHN wire, copper	640 LF	0.17	0.63	0.80	511		
D5025 Receptacles							
Duplex Receptacle, 20 amp, w/box, ring, cover	6 EA	34.33	84.41	119	712		
GFI Receptacle, 20 amp, w/box, ring, cover	19 EA	64.73	84.00	149	2,826		
WPGFI Receptacle, 20 amp, w/box, ring, wp cover	1 EA	71.42	92.42	164	164		
D5026 Receptacle Conduit & Wire							
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	780 LF	1.67	5.27	6.94	5,414		
3/4" EMT connector	52 EA	5.25	6.22	11.47	596		
3/4" EMT field bend	52 EA		8.57	8.57	446		
4" Square box w/cover (ring), support	26 EA	14.23	34.15	48.38	1,258		
#12 THHN wire, copper	3120 LF	0.17	0.63	0.80	2,493		
D5030 Communication & Branch Wiring	2,650 SF	@	0.21	=	561		
D5032 Telecom System							
1" EMT w/ 11 coup, 2 bends & 2 term. per 100'	30 LF	2.81	5.95	8.77	263		
1" EMT connector	6 EA	7.43	7.60	15.02	90.14		
1" EMT field bend	6 EA		9.34	9.34	56.03		
4 11/16" Square box w/cover (ring), support	3 EA	16.32	34.15	50.47	151		
D5040 Special Electrical Systems	2,650 SF	@	0.50	=	1,322		
D5042 Grounding & Lightning Protection Systems							
Misc. grounding	1 LS	625	697	1,322	1,322		

MAR48 Clinic Upfit					Net SF:	2,650
75% Construction Documents			EQUIP/	QUOTE/	UNIT	TOTAL
DESCRIPTION		U/M	MAT'L	INSTALL	TOTAL	COST
E EQUIPMENT & FURNISHINGS						
E10 EQUIPMENT						
E1010 Gym Equipment		SF	@		=	
None In This Contract						
E1020 Institutional Equipment		SF	@		=	
None In This Contract						
E1030 Lab Equipment		SF	@		=	
None In This Contract						
E1040 Vehicular Equipment		SF	@		=	
None In This Contract						
E1090 Kitchen Equipment		SF	@		=	
None In This Contract						
E20 FURNISHINGS						148,064
E2010 Fixed Furnishings		2,650	SF	@	55.87	= 148,064
Cabinets, full ht		7	LF	867	102	969 6,781
Lab Storage Cabinet		5	EA	1,117	210	1,327 6,637
Base Cabinets, plastic laminate		66	LF	608	105	713 47,063
Base Cabinets, lockable		22	LF	669	116	784 17,257
Wall Cabinets, plastic laminate		89	LF	453	70.13	523 46,547
Wall Cabinets, lockable		9	LF	498	77.14	575 5,178
Wall Cabinets, open shelving		10	LF	362	56.10	418 4,184
Workspace, drawer		20	LF	72.75	18.31	91.06 1,821
Counter Tops, plastic laminate		151	LF	62.31	21.10	83.41 12,595
E2020 Movable Furnishings		SF	@		=	
None In This Contract						
F SPECIAL CONSTRUCTION & DEMOLITION						
F10 SPECIAL CONSTRUCTION						
None In This Contract						
F20 SELECTIVE BUILDING DEMOLITION						42,623
F2010 Building Elements Demolition		2,650	SF	@	8.52	= 22,569

MAR48 Clinic Upfit					Net SF:	2,650	
75% Construction Documents				EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
DESCRIPTION		U/M					
F2013 Walls & Partitions Demo							
Metal Or Wood Studs, finish on two sides, drywall	1184	SF			3.14	3.14	3,715
F2014 Ceiling & Flooring Demo							
Floor Finishes	2330	SF			0.80	0.80	1,853
F2015 Door & Window Demo							
Interior Doors, single, 3' x 7'	12	EA			26.71	26.71	321
Frames, including trim, metal	12	EA			83.89	83.89	1,007
F2016 Millwork & Trim Demo							
Casework	37	LF			22.24	22.24	823
F2019A Loading, Disposal, and Dump Charges							
Dump Charges, Building Construction Materials	25	Ton		112		112	2,811
F2019B Rubbish Handling							
Rubbish Handling, Haul, Dump, Return, Wheeled	50	CY			28.91	28.91	1,446
F2019C Mechanical Interior Demolition							
Plumbing Demolition							
Misc. Plumbing Demolition	2,650	SF			0.70	0.70	1,860
Remove Water Closet, Wall Hung	1	EA			114.63	114.63	115
Remove Electric Water Cooler	1	EA			133.34	133.34	133
Remove Wall Hung Lavatory	1	EA			79.54	79.54	80
Demo Steel Pipe, 1½" and Under	200	LF			4.19	4.19	837
Cap pipe at various locations	10	EA			70.18	70.18	702
HVAC Demolition							
Misc. HVAC Demolition	2,650	SF			1.01	1.01	2,686
F2019D Electrical Interior Demolition							
Electrical Demolition	1	LS			4,181	4,181	4,181
F2020 Hazardous Components Abatement							
	2,650	SF	@	7.57	=		20,054
Hazardous Material Abatement	2,650	SF		0.17	7.40	7.57	20,054
PROJECT SUBTOTAL =====>						\$	350,493

BK: CRP 832
PG: 643-646
DEED
RECORDED
10-23-2020
04:24:30 PM
Total Pages 4



2020002738
YANCEY COUNTY, NC
SUSAN JOBE
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$370.00
Total: \$396.00

Excise Tax \$370.00

Parcel Identifier No. 082015525953000

Mail after recording to Donny J. Laws, Attorney, PO Box 397, Burnsville, NC 28714

10-23-2020 DJL

This instrument was prepared by Donny J. Laws, Attorney, a NC licensed North Carolina Attorney, PO. Box 397, Burnsville, NC 28714

Brief description of property: .63 acre, Burnsville Township, Yancey County, NC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of October, 2020, by and between

GRANTOR

JOHN G. DAVIS and wife,
KERSTIN A. DAVIS

GRANTEE

BAKERSVILLE COMMUNITY MEDICAL
CLINIC, INC., dba MOUNTAIN COMMUNITY
HEALTH PARTNERS
86 N. Mitchell Ave.
Bakersville, NC 28705

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Burnsville, Burnsville Township, Yancey County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference as if the same were fully set forth herein.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

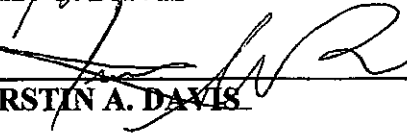
And the Grantors covenant with the Grantee, that the Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and the Grantors will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: Easements, covenants, conditions and restrictions of record; 2020 ad valorem taxes; and utilities physically located upon the property.

All or part of the property herein conveyed does not include the primary residence of the Grantors.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal, the day and year first above written.



JOHN G. DAVIS (SEAL)

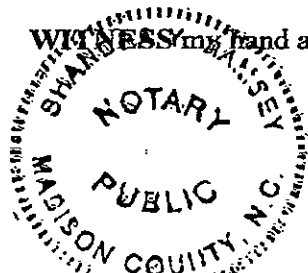


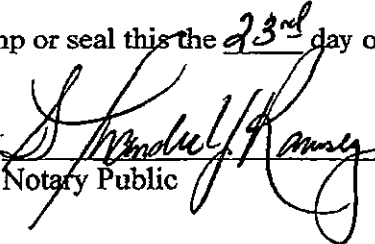
KERSTIN A. DAVIS (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

I, Shandra Y. Ramsey, a Notary Public of Madison County, NC certify that John G. Davis and wife, Kerstin A. Davis, Grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



my hand and official stamp or seal this the 23rd day of October, 2020.


Notary Public

My commission expires: 11/12/2023

Exhibit "A"

BEING that certain tract or parcel of land lying and being in the Town of Burnsville, Burnsville Township, Yancey County, North Carolina, and being more particularly described as follows:

BEGINNING on a set iron pin in the line of Northwestern Regional Housing Authority, said point beginning being located S 66 59 50 E 98.43 feet from a concrete monument and running with the Northwestern Regional Housing Authority line S 66 59 50 E 80.73 feet to a set iron pin, S 60 59 40 E 41.56 feet to set iron pin; thence with the line of Yancey Nursing Care, Inc., S 25 29 40 W 229.26 feet to a set iron pin; thence N 60 10 20 W 122.48 feet to a set iron pin, thence N 25 29 40 E 219.04 feet to the point of BEGINNING, containing 0.63 acre, according to a map and plat of a survey dated 21 July, 1988, by William E. Arrowood, RLS, No. L-1510, entitled "Tract To Be Conveyed from Yancey Nursing Care, Inc., to Toe Valley Medical Association", bearing the Drawing Number 88-A-244.

ALSO CONVEYED HERewith unto the GRANTEES, their heirs and assigns, is a non-exclusive perpetual easement and right of way for a road measured thirty (30) feet in width and located fifteen (15) feet on each side of a line commencing at a point in the Western margin of N.C. Highway No. 197, said point being located S 46 04 10 W 19.09 feet from a nail, and running thence N 22 27 30 W 33.58 feet, N 06 34 30 E 38.74 feet; N 09 41 50 E 45.29 feet; N 00 30 40 E 38.49 feet; N 47 26 30 W 39.42 feet; N 62 40 10 W 47.92 feet; N 58 58 30 E 36.39 feet N 17 56 00 W 39.93 feet; N 07 28 00 W 68.90 feet; and N 25 29 40 E 178 feet to the end of the right of way, together with the right to maintain and repair said easement and right of way and use the same as a non-exclusive means of ingress, egress and regress between the premises hereinabove conveyed and NC Highway 197. GRANTEES, for themselves, their heirs and assigns, agree that during the use of this easement they will, upon demand from Yancey Nursing Care, Inc., its successors and assigns, pay ten percent (10%) of any maintenance and repair to the pavement within the area of the easement and right of way which said Yancey Nursing Care, Inc., its successors and assigns, makes or causes to be made or done. GRANTEES shall have the right to maintain and repair the easement and right of way hereinabove referenced, and is further obligated to share in the costs of any maintenance and repair performed by Yancey Nursing Care, Inc., its successors and assigns, as hereinabove provided, however, Yancey Nursing Care Inc., has no obligation to maintain or repair the roadway within the foregoing easement and right of way. This description is according to a survey and plat by William E. Arrowood, RLS, L-1510, dated 23 November, 1987, and updated 27 July, 1988, bearing the Drawing Number 87-A-360.

THIS CONVEYANCE is made **SUBJECT TO** existing easements and rights of way for power and utility lines as the same traverse the premises.

AND BEING the same parcel or tract of land and road right of way as conveyed by Warranty Deed dated 21 November, 1995 from Yancey Nursing Care, Inc., to Corpus, II, a North Carolina General Partnership, said deed appearing of record in the Yancey County Deed Registry at Deed Book 214, Page 357.

FOR TITLE REFERENCE: See Yancey County Deed Book 274, Page 519.



Yancey County Manager's Report

Description

In addition to her report, County Manager Austin will be presenting the Draft Yancey County Personnel Policy Manual for Board consideration.

Item Presenter

Lynn Austin

Board Action Requested

DRAFT
YANCEY COUNTY
PERSONNEL POLICY MANUAL



July, 2021

(This table to be updated after review and approval of contents by Board)

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SECTION 1 – INTRODUCTION AND GENERAL PROVISIONS

Within Yancey County Government, all Human Resources functions are handled by the County Manager's and County Finance Offices. Human Resources related questions should be directed to the following staff members:

The County Manager	(828) 682-3971
The Administrative Assistant to the County Manager	(828) 682-3971
The Finance Officer	(828) 682-3819

1.1 Purpose of Personnel Policy

It is the purpose of this policy to establish a fair and uniform system of personnel administration for all employees of the County under the supervision administration of the County Manager, elected officials, ~~Soil and Water Conservation Board~~, Elections Board and Social Services Board. These entities are the official Appointing Authorities covered by this personnel policy. State requirements will supersede these policies for positions subject to the State Personnel Human Resources Act whenever there is a conflict. This policy is established under the authority of North Carolina G. S. 153A, Article 5 and G.S 126.

Departmental Rules and Regulations

Each department in Yancey County Government is authorized to establish supplemental rules and regulations applicable only to the personnel of that department, including appropriate dress expectations for their respective functions. Such rules and regulations shall be subject to the approval of the County Manager, and shall not in any way conflict with the provisions of this Policy, but shall be considered as supplemental requirements.

1.2 Merit Principles

All appointments and personnel actions shall be made on the basis of merit. Decisions regarding appointments and promotions are within the County's discretion. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and salary grade. No applicant for County employment or employee shall be deprived of employment opportunities or otherwise be adversely affected as an employee because of an individual's race, color, religion, creed, national origin or citizen status, gender, sexual orientation, age,

disability, genetic information, status as a covered veteran, or any other protected characteristic as established by law. race, religion, color, sex (including gender, pregnancy, sexual orientation and gender identity), national origin, age (40 or older), non-disqualifying disability, veteran status, genetic information (including family medical history), sickle cell or hemoglobin C traits, AIDS virus or HIV infection, being a victim of domestic violence, or any other protected characteristic as established by law.

1.3 Responsibilities of the Board of Commissioners

The Yancey County Board of Commissioners shall establish and approve personnel policies and rules and may change as necessary, including the classification and pay plan, and shall make and confirm appointments when required by law general statutes.

1.4 Responsibilities of the County Manager and Department Heads

The Yancey County Manager shall be responsible to the Yancey County Board of Commissioners for the administration of the personnel policy. The County Manager or his/her duly authorized agent shall prepare and maintain the position classification plan and the pay plan. The County Manager shall have the authority to appoint, suspend, and remove all county officers and employees, except those elected by the people or those whose appointment is otherwise provided for by law. The County Manager shall make appointments, dismissals, and suspensions in accordance with G.S. 153a-82 state statute and Sections 2 and 7 of this personnel policy other policies and procedures spelled out in this manual.

The County Manager shall:

- A. Recommend policies and revisions to the personnel system to the Yancey County Board of Commissioners for consideration;
- B. Make changes as necessary to maintain an up-to-date and accurate position classification plan;
- C. Recommend necessary revisions to the pay plan;
- D. Determine which employees shall be subject to the overtime provisions of Fair Labor Standards Act (FLSA);
- E. Develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the County;
- F. Perform such other duties as may be assigned by the Yancey County Board of Commissioners not inconsistent with this Policy;
- G. Ensure that all employees receive access to a copy of this Personnel Policy, as well as all revisions; and
- H. Appoint an employee to the role of Human Resources Director or serve in that role for the County.

The Yancey County Department Heads shall meet their responsibilities as directed by the County Manager, being guided by this Policy and Yancey County Ordinances.

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The Department Heads and Supervisors shall:

- A. Deal with all employees in a fair and equitable manner and uphold the principles of equal employment opportunities;
- B. Develop and motivate employees to reach their fullest potential through continued education and training;
- C. Communicate clear performance expectations, make objective evaluations of individual work performance (annually?), and discuss these evaluations with each employee so as to appreciate effective employee performance and bring about needed improvements;
- D. Keep employees informed of their role in accomplishing the work of their Department and of conditions or changes affecting their work; and
- E. Make every effort to resolve employee problems and grievances and advise employees of their rights and privileges.

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1.5 Application of Policy (Rev 11/13)

- A. This personnel policy shall be binding on all County employees. The County Manager, County Attorney, elected officials, and appointees to advisory boards and commissions will be exempted from all provisions of this policy, **unless specifically included**.
- B. This policy has been filed with the State **Personnel Human Resources** Director, and will therefore supersede the rules adopted by the State **Personnel Human Resources** Commission governing vacation leave, sick leave, hours of work, holidays, and the administration of the pay plan for County employees otherwise subject to those provisions.
- C. The Sheriff, Register of Deeds, Elections Board, ~~Soil and Water Conservation Board~~, and Social Services Board are Appointing Authorities for the employees in each respective department. The County Manager is the Appointing Authority for all other employees.
- D. Employees of the Sheriff and Register of Deeds are considered County employees and are, therefore, subject to all policies except for those regarding employment and dismissal and any other rules set forth in the General Statutes.
- E. Employees of the County Board of Elections ~~and County Soil and Water Conservation Board~~ are considered County employees and are, therefore, subject to all policies except for those regarding employment and dismissal and any other rules set forth in the General Statutes.
- F. In accordance with the Memorandum of Understanding between the Yancey County Board of Commissioners and the North Carolina Cooperative Extension Service, Extension employees will follow County policies relative to office hours, office closings for inclement weather and holidays, and for the management and use of County property.
- G. The Tax **Assessor Administrator** and Tax Collector are considered County employees and are, therefore, subject to this policy except the provisions regarding appointment and discipline/dismissal and other rules set forth in the North Carolina General Statutes.

1.6 At-Will Employment ~~(MAPS does not have)~~

Employment with Yancey County is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, Yancey County may terminate the employment relationship at will at any time so long as there is no violation of applicable Federal or State law.

Personnel policies are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Yancey County and any of its employees. The provisions of this manual have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of the County. No employee of Yancey County can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from the County Manager.

These provisions supersede all existing policies and practices and may not be amended or added to without the express approval of the Board of Commissioners of Yancey County.

1.7 Equal Employment Opportunity Statement ~~close (MAPS has in Recruitment)~~

Equal Employment Opportunity ~~has been, and will continue to be,~~ is a fundamental principle at Yancey County, where employment is based upon personal capabilities and the applicant's qualifications without discrimination because of ~~race, color, religion, creed, national origin or citizen status, gender, sexual orientation, age, disability, genetic information, status as a covered veteran, or any other protected characteristic as established by law.~~ ~~race, religion, color, sex (including gender, pregnancy, sexual orientation and gender identity), national origin, age (40 or older), non-disqualifying disability, veteran status, genetic information (including family medical history), sickle cell or hemoglobin C traits, AIDS virus or HIV infection, being a victim of domestic violence, or any other protected characteristic as established by law.~~

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The County Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to that office.

Appropriate disciplinary action, up to and including termination, may be taken against any employee willfully violating this policy.

1.8 Americans with Disabilities Act ~~(MAPS does not have)~~

Yancey County is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Pre-employment inquiries are

made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists.

Yancey County is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The County will follow any State or Local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Yancey County is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable Federal, State, and Local laws. Any employee who feels that he or she has been unlawfully discriminated against should immediately inform the County Manager, after which the complaint will be thoroughly investigated.

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Yancey County supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the County will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. Yancey County will take reasonable precautions to protect such information from inappropriate disclosure. Department Heads and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Any employee inappropriately disclosing such information is subject to disciplinary action, up to and including termination.

1.9 Non-Discrimination and Anti-Harassment Policy

It is the policy of the County to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, creed, national origin or citizen status, gender, sexual orientation, age, disability, genetic information, status as a covered veteran, or any other protected characteristic as established by law. race, religion, color, sex (including gender, pregnancy, sexual orientation and gender identity), national origin, age (40 or older), non-disqualifying disability, veteran status, genetic information (including family medical history), sickle cell or hemoglobin C traits, AIDS virus or HIV infection, being a victim of domestic violence, or any other protected characteristic as established by law.

1.10 Discrimination and Harassment

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct that interferes with an employee's job performance or which creates an intimidating, offensive or hostile work environment. All incidents of prohibited harassment that are reported will be investigated. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. The confidentiality of persons reporting violations will be respected so far as practicable in conducting an investigation of such claims. There will be no retaliation against persons filing such complaints. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including termination, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Yancey County strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The County will not tolerate unlawful discrimination or harassment of any kind. All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Department Heads and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to the County Manager, are in violation of this policy and subject to discipline. Yancey County complies with all applicable federal and state anti-discrimination and harassment laws and regulations in the enforcement of this policy. Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Discrimination

It is a violation of Yancey County's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status. Discrimination of this kind may also be strictly prohibited by a variety of federal and state laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Harassment

Yancey County prohibits harassment of any kind, including sexual harassment (Section 1.11) and will take appropriate and immediate action in response to complaints or knowledge of violation of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce a staff member, co-worker, or any person working for or on behalf of Yancey County.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance,

disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.

- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- filing or responding to a bona fide complaint of discrimination or harassment.
- appearing as a witness in the investigation of a complaint.
- serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation. Any employee who is found to have violated the retaliation aspect of the policy will be subject to discipline up to and including termination of employment.

Confidentiality

All complaints and investigations are treated confidentially to the extent possible and information is disclosed strictly on a need-to-know basis. The County Manager will take adequate steps to ensure that the complainant is protected from retaliation during and after the process. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the County Manager's office.

1.11 Sexual Harassment

It is the policy of Yancey County that all employees shall have the right to work in an environment free from any form of unlawful discrimination. Sexual harassment is considered as discrimination and is prohibited by State and Federal laws. Therefore, it is the position of this County that sexual harassment will not be tolerated. It is a violation of County policy for any Supervisor or employee, male or female, to engage in sexual harassment as defined below. Such conduct will result in disciplinary action, up to and including termination.

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as follows:

Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and, or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.

Hostile Environment - One in which unwelcome sexual advances, requests for sexual favors and verbal

or conduct of a physical nature occur and when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Any employee who believes he/she has experienced such conduct by anyone, including a Supervisor, co-worker, or by persons doing business with or for this County should tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if the employee is uncomfortable confronting the offender, the employee must immediately report such conduct to his or her Supervisor or to any of the individuals listed in Section 1 of this Policy Manual.

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under Yancey County's anti-harassment policy. The Equal Employment Opportunity Commission defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions, or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- is made explicitly or implicitly a term or condition of employment.
- is used as a basis for an employment decision.
- unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats, requests for any type of sexual favor (including repeated, unwelcome requests for dates,) and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex, suggestive or insulting sounds, leering, staring, whistling, obscene gestures, content in letters, notes, facsimiles, emails or other internet postings, photos, text messages, or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling pinching, patting, brushing against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Yancey County strongly discourages a romantic or sexual relationship between a supervisor and an employee who reports directly or indirectly to that person as such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. Consent by the staff member is suspect and may be viewed as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

If any supervisor for Yancey County enters into a consensual relationship that is romantic or sexual in nature with an employee who reports directly or indirectly to that supervisor, or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the County Manager or other appropriate director. Because of potential issues regarding quid pro quo harassment Yancey County has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other. Once the relationship is made known to the County Manager a review will be made to determine whether one or both parties will be moved to another department, the decision about which will be based on what will be the least disruptive to the organization as a whole. If no other jobs are available for either party, the employees will be given the option of terminating their relationship or resigning.

The Investigation of Discrimination and Harassment, Including Sexual Harassment

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

The references in Section 1.10, Discrimination and Harassment, regarding retaliation and confidentiality are equally applicable for incidences of sexual harassment.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the County believes appropriate under the circumstances.

1.12 Drug-Free Workplace and Drug and Alcohol Testing (Rev 3/19)

Alcohol and Drug Policy:

Yancey County is firmly committed to maintaining an efficient and effective workplace and to providing a safe and productive work environment that is free from the effects of alcohol and illegal drugs for its employees. Employees in certain safety-sensitive positions are governed by special state and/or federal regulations in regard to drug-free workplace requirements, including such actions as random drug testing. All County employees including regular full-time, part-time, temporary, contracted employees, as well as applicants for employment, are subject to the County's zero-tolerance drug-free workplace policy.

Definitions:

Conviction – means finding of guilt (including plea of “no contest”) by any judicial body charged with the responsibility to determine violations of Federal or State criminal law.

Disciplinary Actions – means written warnings, transfers, demotions in classification and/or pay, suspensions, and dismissals.

Health and Safety Related Positions –

1. Positions which may include duties that directly impact public or employee health and safety, or the protection of life, property, and the environment.

Health and Safety Related positions are listed by job title below:

Recycle Truck Driver
Recycling Assistant
Convenience Center Attendant
Solid Waste Director
Scalehouse Operator
Maintenance Workers
Fire Inspector/Marshall
Building Inspector
Emergency Management Director
911 Telecommunicator
Transportation Van Driver
Adult & Child Protective Social Workers
Vehicle Operator
Community Social Services Technician

2. Positions with any job or work related to the operation of a motor vehicle that are performed by an employee while working for Yancey County Government, including driving or waiting to drive.

Illegal Drugs – For the purpose of the policy, the term “illegal drugs” includes substances designated by state or federal law to be illegal, including but not limited to heroin, morphine, methamphetamine and other narcotics, marijuana, cocaine, PCP, LSD and “crack”. The term also includes “legal” drugs which are obtained or used without a prescription.

Impaired- means such demonstrated performance and/or behavior as would indicate to a reasonable person that the employee’s ability to handle job assignments safely and/or efficiently is compromised.

Negative Results – A test result indicating no evidence of drug(s) in the urine sample and for alcohol, an Evidential Breath Test (EBT) result in no alcohol levels

Positive Results – A test result indicating the presence of a drug(s) in the urine sample. These drug(s) are found to be in accordance with the laboratory process and County policy.

Random Test – A drug and alcohol test performed on County employees who are in health and safety

related positions or in safety sensitive positions. Selection is by a scientifically valid, random number generation method. Random generation of employee names to be tested is performed by the independent medical provider.

Reasonable Cause/Suspicion – An expressible belief based on specific objective facts, and rational inferences drawn from those facts, that an employee has consumed or is under the influence of alcohol or drugs while in the course of their work. Circumstances which constitute a basis for determining “reasonable suspicion” may include, but are not limited to:

- (a) Observable occurrences, such as direct observation of alcohol and/or drugs and/or physical symptoms of being under the influence of alcohol and/or drugs;
- (b) A report of alcohol and/or drug use by an employee while in the course of their work, provided by a reliable and creditable source;
- (c) A pattern of unexplained, preventable accidents and/or information based on specific objective facts that an employee has caused or contributed to an accident while in the course of an employee’s work or is conducting county business while under the influence of alcohol and/or drugs
- (d) Evidence that an employee is involved in the unauthorized manufacture, solicitation, distribution, dispensation, possession, sale, or use of alcohol and/or drugs while working or while on the County’s premises or in possession of or operating a County vehicle, machinery, or equipment.
- (e) Combative, abusive, violent, or disruptive behavior (verbal or physical);
- (f) Erratic behavior/mood swings;
- (g) Relevant body or breath odors;
- (h) The focus of investigation, arrest, or conviction for drug related offense;
 - (i) Evidence of substance abuse or drug test tampering;
- (j) A pattern of excessive absenteeism, tardiness, or deterioration in work performance in combination with an observable occurrence as described above.

Testing Facility – The outside agency contracted to collect, test, and review drug and alcohol samples.

Prohibited Conduct:

The following conduct is prohibited under this policy:

- (a) The use, consumption, possession or storage, manufacture, distribution, dispensation or sale of alcohol, controlled substances, illegal drugs or drug paraphernalia on County property or any County work area, in County vehicles, or while on County business.
- (b) Reporting to work or working on County premises or any County work area, in County vehicles or conducting County business while under the influence of illegal drugs, non-prescribed drugs, or alcohol.
- (c) The use or possession of alcohol or illegal drugs off County premises and while not on duty where such conduct could likely have a direct and material adverse impact on the County’s interests, including public image.

- (d) Conviction of selling prescriptions or illegal drugs or of possession with intent to sell prescription or illegal drugs at any time or place.
- (e) Failure to notify the County of any arrest or conviction under any criminal drug or alcohol statute by the next workday following the arrest or conviction.
- (f) Failure to notify the employee's Supervisor, before beginning to work, that the employee is taking prescription or over the counter drugs which may interfere with the safe and effective performance of duties.
- (g) Refusal to submit to an alcohol and drug test when requested by a Supervisor, in accordance with this policy.
- (h) Failure to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
- (i) Tampering with or obstruction of a drug or alcohol test being administered by or for the County.

The foregoing is not intended to be an exhaustive list of conduct prohibited by this policy.

Drugs to be Tested:

When drug screening is required under the provisions of this policy, a blood, urine, or breath test will be conducted to detect the presence of drugs, including but not limited to: heroin, morphine, methamphetamine and other narcotics, marijuana, cocaine, PCP, LSD, alcohol and any other controlled substance as defined in North Carolina General Statute Section 90-87 (5), as amended. For purposes of this drug testing policy, alcohol is considered a drug. Any employee found to have abused prescription drugs would also be subject to the terms and conditions of this policy.

Prescription Medication Use:

Employees using medications prescribed by a physician that have stated side effects with the potential to significantly affect or impair work performance, shall be responsible for notifying their Supervisor of such potential. An employee need not give the Supervisor specific medical information, but the employee should inform their supervisor of the potential impact of any medication on job performance to allow the Supervisor to evaluate and determine the appropriate course of action.

Supervisors shall monitor employee behavior and assess possible warning signs indicating that the employee's work performance, while under the influence of prescribed medication is impaired or is causing an unsafe work environment for the employee, his or her coworkers, or the public. If there is cause for serious concern with regard to the employee's behavior or performance, the employee shall be advised to take a leave of absence using accrued sick, annual, or compensatory leave, if applicable, or leave without pay if all leave has been exhausted pursuant to any applicable County policy for all time away from work, until such time the employee can safely return to work.

Applicant Testing:

Applicants selected for employment will be provided with written notification of the County's drug testing policy and the testing provisions of this program. A pre-employment drug test may be conducted on all applicants offered positions with Yancey County. Applicants may be formally notified in an offer letter that their employment with Yancey County will be contingent upon negative test results.

Applicants scheduled for a pre-employment drug test will be asked to sign a consent form authorizing a drug test and permitting release of the test results to County officials with a need to know. A job

applicant who refuses to consent to a drug test will be denied employment.

The County Manager may waive pre-employment drug testing in cases of temporary employment or part-time employment except for person(s) performing transit-related or safety-sensitive functions.

Current Employee Testing:

Department Heads who have reasonable cause/suspicion (as defined herein) that an employee in his/her department is using or under the influence of drugs, is authorized to schedule a drug test and require the employee to cooperate fully with testing personnel.

Before a drug test is administered, the Department Head shall ask the employee to sign a consent form authorizing the test and permitting release of test results to County officials with a need to know. The consent form shall also set forth the following information:

- (a) The procedure for confirming an initial positive test result;
- (b) The consequences of a positive result;
- (c) The right of an employee to explain a positive drug test result and the applicable appeal procedures; and
- (d) The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test, when reasonable suspicion of drug use has been identified and documented, will be recommended for, and is subject to, dismissal.

An employee must submit to a drug test following an on-the-job accident or other occurrence that involves one or more of the following events; a fatality, a serious injury to an employee or other individual, substantial damage to vehicles or other property, or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident. An employee may also be tested after a series of minor on-the-job accidents or injuries as determined by the Department Head.

An employee in a health and safety related position shall be subject to a random test as follows:

- (a) The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of health and safety employees;
- (b) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year;
- (c) The number of employees randomly selected during the calendar year shall not be less than the percentage rates established by the federal regulations for those safety sensitive employees subject to random testing by federal regulations.
- (d) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- (e) Random tests can be conducted at any time during an employees' shift for drug testing.

(f) Employees are required to proceed immediately to the testing facility upon notification of their random selection, but no longer than two (2) hours after notification. Failure to report to the testing site after two (2) hours of notification will be considered a failed test.

The following procedures apply to random tests:

(1) The County Manager and/or his/her designee and the Department Head will be notified of the employee's selection for random testing;

(2) The Department head will notify the employee of the pending test and direct them to report immediately to the test facility. Department heads must speak to the employee personally and privately and not leave a voice message or e-mail. Department heads must indicate to the employee that the employee must appear and complete the required test within the two (2) hour period or it will be considered as a failure to test.

(3) Employee must report to the test facility for testing immediately, but no later than two (2) hours after notification and proceed with the test as directed.

(4) All test results will be sent to the County Manager and/or his/her designee by the testing facility and the said person will notify the Department Head of the status of the drug screening.

The Test:

Tests will be made in accordance with Article 20 of Chapter 95 of the North Carolina General Statutes and other applicable laws. A urine, breath, and/or blood test will be used to determine the presence of drugs. A certified toxicologist of the approved laboratory will determine the content level of each substance needed to determine whether an employee has consumed or is under the influence of a drug. All personnel involved with the sample collection, transporting and testing, will maintain a strict chain of custody.

If a test result is positive, the County Manager and/or Department Head will notify the employee or applicant in writing. The letter of notification shall identify the particular substance found. Such an applicant or employee shall have the right to request a retest as provided by N.C. General Statute Section 95-232(f) as amended.

Consequence of a Positive Test Result:

An applicant shall be denied employment if his/her drug test is positive. An employee who has a positive drug test result shall be subject to disciplinary action up to and including dismissal.

Use of Results in Criminal Action:

No test results of the County's drug testing program may be used as evidence in a criminal action against the employee or job applicant except by order of a court of competent jurisdiction or otherwise as required by law.

Notification of Conviction:

Employees shall notify his or her Supervisor of any charge or conviction for being in violation of any criminal drug statute no later than the next workday after being charged or convicted with a drug violation. The County may place an employee who has been charged with violating a crime involving drugs on Investigation with Pay until such time as pertinent details have been researched. Department

Heads will research the circumstances and make a decision based upon available facts.

Additional Standards:

All applicants for and all employees in positions subject to the provisions of the North Carolina Criminal Justice Training and Standards Council will be subject to the drug testing policies and procedures of the Council.

Various federal laws require drug testing of certain safety sensitive employees who operate or maintain transit vehicles purchased with federal funding. A copy of relevant federal laws will be maintained in the Yancey County Transit Department. Such tests will be conducted in accordance with federal guidelines and will include the following:

- (a) Pre-employment testing for controlled substances prior to a date of hire;
- (b) Random testing of the drivers/safety sensitive employees;
- (c) Testing upon reasonable suspicion of alcohol or drug use;
- (d) Post accident testing within two hours of an accident that involves:
 - (1) A fatality; or
 - (2) The County driver receiving a citation, or contributing to the cause of the accident, or the accident results in any personal injury, or the accident results in property damage, or the vehicle is required to be towed from the scene;
- (e) The removal of employees from safety sensitive duties following a positive drug test;
- (f) Return to duty testing following a positive test for controlled substance;
- (g) Treatment follow-up including unannounced testing at specific intervals during treatment and at the end of treatment.

An employee who tests positive for controlled substance(s) will be removed from the safety sensitive duties immediately. The employee will be subject to the provisions as set forth in the County Drug Testing policy applicable for all employees. Failure to comply with this policy will result in termination of employment.

Inspections and Searches:

When there is reasonable suspicion, the County reserves the right to search employer-owned items used by employees (e.g., desks, lockers, vehicles, equipment, etc.), and employees should not expect privacy in these containers. The employee's Supervisor or Department Head and a witness may conduct search efforts.

Enforcement:

Department Heads are responsible for the proper application of the procedures in their departments and for holding Supervisors accountable for the daily implementation of this policy. Department Heads and Supervisors shall be responsible for identifying abuse-related behavioral and performance problems, following the proper referral for testing, and taking appropriate disciplinary measures. Failure to take action when the Supervisor has reasonable cause to believe an employee is impaired while at work will result in disciplinary action being taken against the Supervisor. If in doubt about what action to take, the Supervisor should consult with the Department Head or the County Manager. Every effort shall be made to protect the privacy, confidentiality, and dignity of employees by minimizing the number

of employees who learn of suspicions involving a co-worker's possible substance abuse or actions taken against that employee.

The Yancey County Sheriff's Office will utilize this policy and any disciplinary action will be under the discretion of the Sheriff.

SECTION 2 – RECRUITMENT AND EMPLOYMENT

2.1 Responsibility of the County Manager or Other Appointing Authority

The County Manager, or other Appointing Authority, is responsible for an active recruitment program to meet current and projected staffing needs, using procedures that will ensure equal employment opportunities based on job-related requirements. Recruitment efforts of the County Manager and all County departments will be coordinated in a timely manner.

2.2 Position Vacancy Announcements

All position vacancy announcements shall be posted for a minimum of seven (7) working days at the County Manager's Office and on the County's website. Position vacancies may also be listed with the North Carolina Employment Security Commission. Optional Recruiting publicity shall may be carried out through the local or other media and through postings within departments, as appropriate. Position vacancy announcements shall contain, at a minimum: (1) the title, the grade, and the location of the position; (2) the closing date of the announcement; (3) a summary of the duties of the position; (4) a summary of the basic qualifications; (5) the procedures for making application; and (6) a statement of Equal Employment Opportunity. In rare situations because of emergency conditions, high turnover, etc., the County may hire or promote without advertising jobs upon approval of the County Manager.

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2.3 Application for Employment

Applications for employment in Yancey County should be submitted as follows: general County employment to the County Manager's Office; Department of Social Services to that agency; and Sheriff's Office and Register of Deeds to those departments respectively. The application form should be obtained from those Appointing Authorities. Applications shall be kept in an inactive reserve file in

accordance with Equal Employment Opportunity Commission guidelines, or a minimum of two years. -

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2.4 Selection

Selection will be made by the County Manager to fill those positions for which he/she is the Appointing Authority after an appropriate screening and interview process necessary to assess accurately the knowledge, skills, and experience of the applicant. Before any commitment is made to an applicant the County will conduct reference checks regarding the employee's qualifications and work performance. Input from the Department Head will be an important part of the selection process. Selection will be made by the other Appointing Authorities to fill those positions in their respective areas. An appropriate background check will be conducted commensurate with the specific job requirements. All employment offers shall be confirmed in writing. The County Manager will determine the class and the salary of employees as set forth in general statutes.

The Board of County Commissioners must approve the appointment by the Sheriff or the Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin. or of a person who has been convicted of a crime involving moral turpitude. While being convicted of a crime is not automatically disqualifying, the Board must also approve the appointment of such an applicant after considering the severity of the crime and the degree to which the crime is job related.

2.5 Qualification Standards

- A. All applicants considered for employment or promotion shall meet the qualification standards established by the class specifications relating to the position for which the employment is being made.
- B. All employment or appointments shall be made on the basis of merit.
- C. Consideration may be given to "trainee" employment when there is an absence of qualified applicants from which to make a selection. In this instance the deficiencies may be eliminated through orientation and on-the-job training, and the employee is designated a trainee by the County Manager (for employees in Yancey County general positions) or the Office of State Personnel (for employees in all positions subject to the State Personnel Human Resources Act).
- D. When no qualified applicant is available and there is no trainee provision for the vacant classification, employment may be made below the level of the regular classification, allowing the employee an opportunity to gain the qualifications needed for the position through on-the-job experience.

2.6 Pre-Employment Criminal Background Check and Drug Screening (Rev 3/19)

As a public employer, Yancey County government is responsible for reasonably ensuring the health and safety of its employees and the citizens of Yancey County. As a condition of employment with Yancey County all final applicants for positions may will be required to submit to (1) a criminal a criminal background check pre-employment screening in accordance with prevailing Federal and State

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regulations that will include a nationwide criminal history check and may include work and professional history, identify information, and employment eligibility background check, and -(2) a drug test as set forth in Section 1.12. for the purpose of screening for the presence of controlled drugs or an abusive level of prescribed medication. It is the policy of Yancey County that a negative result from this screening is a condition of employment. A confirmed positive test result indicating the presence of controlled drug use or an abusive level of prescribed medication shall result in a rejection of the applicant for the position. A confirmed positive test will also result in the applicant being barred from securing employment with Yancey County for a one-year period. The following criteria will be strictly adhered to:

- A. Pre-employment drug screening results will be held in complete confidence. Tested applicants may receive a copy of the results upon request. Specimens may be analyzed by an outside laboratory utilizing chain of custody procedures.
- B. Results of the drug screens will be released only to the County Manager and/or other Appointing Authorities. The Department Head filling the position will be notified of the results by the County Manager. The screening results will be maintained in the applicant's personnel file and are not public record and will not be disclosed to any individual except the applicant.

2.7 Immigration Law Requirements — ~~(This section not yet found in MAPS)~~

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Yancey County is committed to employing only United States citizens and aliens who are authorized to work in the United States. The County does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility and Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the County within the past three years, or if their previous I-9 is no longer retained or valid. The Form I-9 must be completed by the first day of employment, and the verification process must be completed by the third day of employment.

Employees seeking more information on immigration law issues are encouraged to contact the County Manager's Office. Employees may voice questions or complaints about immigration law compliance without fear of reprisal.

2.78 Introductory Period

An employee approved for a permanent non-exempt position shall serve an introductory period of six

(6) months. During the introductory period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. With approval of the County Manager, the introductory period may be extended for a maximum of six additional months. An employee may be dismissed at any time during the introductory period without following the dismissal process. - Following After successful completion of the introductory period, the employee may be dismissed only as provided in Section 7.

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2.89 State Personnel Human Resources Act Employee

Employees subject to the State Personnel Human Resources Act are covered under that act by certain provisions for disciplinary actions and appeal procedures. In Yancey County these are employees of the Social Services Department and certain employees in Emergency Management (those whose primary job duties involve coordination of the emergency management response and whose salary is funded, in whole or in part, by Federal Homeland Security or emergency management funds.)

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2.910 Work Against Appointment

In departments whose employees are subject to the State Personnel Human Resources Act, the Appointing Authority may appoint an employee in a "work against" situation. When qualified applicants are unavailable and there is no trainee provision for the classification of the vacancy, the Appointing Authority may appoint an employee below the level of the regular classification in a "work against" appointment. This appointment is for the purpose of allowing the employee to gain the qualifications needed for the full class through on-the-job experience. A "work against" appointment may not be made when applicants are available who meet the training and experience requirements for the full class in the position being recruited. During the "work against" appointment, the employee is on introductory status.

2.104 Promotion

Candidates for promotion shall be chosen on the basis of their qualifications. First consideration for filling positions shall be given to employees already in service with the County. If a current employee is chosen for promotion, the Department Head shall forward the request to the County Manager with recommendations for classification and salary along with reasons for selecting the employee over other applicants. After considering the Department Head's recommendation, the County Manager shall accept or reject the recommendation. If the County Manager confirms the promotion, he shall determine the starting salary for the employee.

2.112 Demotion

An employee may be demoted voluntarily or involuntarily as follows with the commensurate pay

reduction:

- A. An employee whose work is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in another position. The employee shall be provided with written notice citing the recommended effective date of the demotion, the reasons for the demotion, and the appeal rights available to the employee.
- B. An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion. A voluntary demotion is not a disciplinary action.

2.123 Transfer

- A. If a vacancy occurs and an employee eligible for transfer from another department wishes to be considered for the position, a written request and application must be forwarded to the County Manager during the recruitment period for the position. The request for transfer shall be subject to approval by the County Manager. Any employee transferred without his or her having requested it may appeal the action in accordance with the Grievance Procedure.
- B. Any employee who has successfully completed an introductory period may be transferred to any other position without serving another introductory period.

SECTION 3 - EMPLOYEE BENEFITS

Benefits available to Yancey County employees are reviewed on an annual basis and are subject to the availability of funds.

3.1 Eligibility

All full- or part-time employees whose regular work assignment is 30 hours or more per week are eligible for benefits provided for by the County. However, membership in the Local Government Employees' Retirement System (LGERS) is required for those working 19.23 hours per week (see Section 3).

Full-time Employee – An employee who is in a position for which an average work week equals at least 37.5 hours and continuous employment of at least 12 months.

Part-time Employee – An employee who is in a position for which an average work week equals at least 20 hours and less than 37.5 hours and continuous employment of at least 12 months.

Limited Service Employee – An employee who is in a position for which either the average work week is less than 20 hours (1,000 hours per year) or continuous employment required by the County is less than 12 months. Such employees are not eligible for benefits other than FICA and Workers' Compensation, except that employees scheduled to work more than 30 hours per week for more than three months are eligible for health insurance under the Affordable Care Act.

3.2 Group Health and Hospitalization Insurance (Rev 7/12; 7/16, 12/17)

Yancey County will provide a percentage of the cost of individual hospitalization insurance for all employees as defined above. Employees may be enrolled in the group plan in accordance with the provisions of the insurance contracts on the first day of the calendar month following employment. All coverage is for the calendar month. Health insurance provided through Yancey County is pre-paid, and thus is deducted from payroll checks the month prior to the effective date. All employees will continue to have coverage for the calendar month following termination. Individuals employed after the beginning of the second pay period will be responsible for full payment (both employee and employer portion) of the first month's health insurance premium if they desire immediate health insurance coverage, or delay coverage until the next calendar month.

Retirement Benefits

3.3 Membership in Local Government Employees' Retirement System

All employees working a minimum of 19.23 hours per week or 1,000 hours per year must be enrolled in the Local Government Employees' Retirement System (LGERS). Employees contribute six percent (6%) of their gross salary each month to the system. Yancey County also contributes an actuarially determined percentage of the gross payroll each month to the system.

LGERS is a defined benefit retirement plan that provides a fixed sum of money each month to the retiree. An employee may retire and begin to draw unreduced LGERS benefits at age 65 with five years of creditable service, age 60 with 25 years of credit, or at any age with 30 years of creditable service. Reduced benefits are available at age 50 with 20 years of service, or age 60 with five years of service. More information regarding LGERS membership and benefits can be found at www.nctreasurer.com.

3.4 Supplemental Retirement Income Plan for Law Enforcement Officers

All law enforcement officers automatically become members of the North Carolina 401(k) Supplemental Retirement Income Plan on the date of hire. Yancey County contributes 5% of each officer's salary to the plan. The employee may also voluntarily contribute.

3.5 Law Enforcement Officers' Special Separation Allowance

Yancey County provides law enforcement officers upon retirement from law enforcement positions a special separation allowance as required by G.S. 143-166.42. The officer will receive a percentage of his/her last base rate of compensation, with consideration for the number of years of service, if the officer meets certain qualifying conditions as follows: (1) has completed a minimum of thirty years of service, or is at least fifty-five years old and has completed a minimum of five years of service; and (2) is under sixty-two years of age; and (3) has five continuous years of service as a law enforcement officer during the period immediately preceding retirement.

Payment of separation allowance benefits to a retired officer shall cease at:

1. The last day of the month in which the officer attains 62 years of age;
2. The first day of re-employment in any position in any local government in North Carolina where the employee is required to join the local government retirement system (working 1,000 hours or more); or
3. The death of the officer.

3.6 Retiree Health and Hospitalization Insurance (Rev 12/17)

All Yancey County employees who reach eligibility for retirement from the Local Government Employees' Retirement System based on no less than twenty years of creditable service completed in and for Yancey County are likewise eligible for continued health insurance coverage. Such retirement must occur upon completion of active service and not follow a period of separation. The County will provide up to the same amount of contribution to the eligible retiree's coverage through the existing health plan as the prevailing contribution provided for active employees. This benefit will cease when the retiree reaches eligibility for Medicare benefits based on either age or disability, or if the retiree is employed elsewhere and covered under that employer's insurance plan.

3.7 Other Insurance Products (Rev 7/11)

All Yancey County employees who retire from active service as described under the Health and Hospitalization Insurance section are eligible to continue coverage under other insurance products as provided by the prevailing carrier of those products. Such continuation of benefits may be billed by, and paid directly to, the provider by the retiree, or may be billed to Yancey County. If billed to the County, the retiree must pay the County monthly by the 25th for the next month's coverage.

3.8 Death Benefit

An additional LGERS benefit provides that if an employee dies while still in active service with at least one (1) year as a contributing member of the Retirement System, the employee's beneficiary will receive a lump-sum payment equal to the employee's highest twelve (12) consecutive months' salary during the preceding twenty-four (24) months, but no less than \$25,000 and no more than \$50,000. This benefit is also paid if the employee dies within 180 days of the last day for which he or she was paid a salary.

3.9 Longevity Pay

Yancey County employees earn a bonus payment after a period of service to Yancey County. This is

a valuable employee benefit and is explained in detail in the Pay Plan section of this manual. (See Section 6.)

3.10 Federal Social Security and Medicare Program

Yancey County provides Social Security (including Medicare) contributions (FICA) for all employees in accordance with the provisions of the Social Security Act. The Federal Social Security program provides monthly benefits upon retirement, with full and reduced benefits available as determined by the Social Security Administration. Medicare benefits become available under the terms of that program.

3.11 Life Insurance

All permanent full- and part-time (30 hours per week or more) employees of Yancey County are provided with life insurance coverage upon employment. The coverage amount is \$15,000 per eligible employee in active employment status.

3.12 Local Government Employees' Retirement System Death Benefit

See Retirement Benefit – Death Benefit, Section 3 above, for information on LGERS Death benefit.

3.13 Other Optional Benefits

Yancey County provides its employees the opportunity to participate in several optional benefit plans, including but not limited to the following:

NC State Employees' Credit Union and Local Government Federal Credit Union

Employees may become members of these credit unions based on criteria established by each. The County will provide payroll deduction for services that employees may obtain from either credit union.

Deferred Compensation Plans

Employees may enroll in the Section 401(k) plan, which is authorized by the Internal Revenue Code, and which provides supplemental retirement income.

Cafeteria Plan

Employees may enroll in several benefits authorized by Section 125 of the Internal Revenue Code through which pre-tax payroll deductions can provide several supplemental insurances. Enrollment forms for the 125 Plan are available every year during open enrollment, and the election must be maintained for one full year. However, certain changes in family circumstances are considered under IRS regulations as valid reasons to make mid-year plan changes.

Miscellaneous Deductions

Yancey County employees may request payroll deductions for a variety of **currently available** miscellaneous deductions such as United Way contributions, Blue Ridge Fitness Center dues, **etc.**

3.14 Workers' Compensation

All Yancey County employees are covered by the North Carolina Workers' Compensation Act and are entitled to medical attention for all on-the-job-injuries, including those incurred while traveling on official County business.

An employee must report all injuries occurring on the job to his/her Department Head immediately. The Yancey County Manager's Office will complete an injury report and provide the employee with appropriate instructions for obtaining any required medical attention. Workers' Compensation claims are filed with the North Carolina Industrial Commission by the County's Workers' Compensation insurance carrier on behalf of the injured employee.

Any employee who is on qualified Workers' Compensation leave will be required to provide doctors' statements of physical condition and progress toward a potential for returning to work. A doctor's release is required before being allowed to return to work.

3.15 Unemployment Compensation

Yancey County employees who are temporarily or permanently dismissed from the County's service may apply for unemployment compensation through the local office of the North Carolina Employment Security Commission. Eligibility for unemployment compensation will be determined by the Employment Security Commission.

Federal Mandated Protections:

3.16 COBRA Benefits Continuation

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Yancey County's

health plan when qualifying events, such as the following, would otherwise result in loss of coverage: resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Yancey County's group rates, plus an administration fee, to the third party administrator. Yancey County provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Yancey County's health insurance plan. The notice contains important information about the employee's rights and obligations.

3.17 HIPAA and Your Special Enrollment Rights

HIPAA - The Health Insurance Portability and Accountability Act of 1996 provides limited exclusions for preexisting conditions; prohibits discrimination against employees and dependents based on their health status; guarantees renewability and availability of health coverage to certain employers and individuals; and protects many workers who lose health coverage by providing better access to individual health insurance.

HIPAA Special Enrollment (Federal Register Section 54.9801-6T) - The special enrollment rights apply without regard to the dates on which an individual would otherwise be able to enroll under the plan. Special Enrollment periods are to apply to an employee, their spouse and/or children when there is a new dependent as a result of marriage, birth, adoption or the placement for adoption. Under these rules, a group health plan is required to provide a special enrollment period for these individuals should they request enrollment within 30 days after a special enrollment event has occurred.

HIPAA Special Enrollment for Declining Enrollment - If an employee declines enrollment for themselves or their dependents (including their spouse), and states in writing that the reason they are declining is that they and/or their dependents have coverage under another group health plan or health insurance coverage, then special enrollment rules may apply to the employee, their spouse and/or children in the event they have lost this other coverage due to the loss of eligibility.

The HIPAA (Health Insurance Portability and Accountability Act) Privacy Rule, as outlined by the U.S. Department of Health and Human Services, established national standards to protect medical records and personal health information maintained by a health care provider, a health plan or a health care clearinghouse. Yancey County pays a portion of the employee's health plan and is therefore considered a "health plan" and must provide appropriate safeguards to protect personal health information privacy. The County can, however, ask an employee for a doctor's note or other health information which may be needed for sick leave, Workers' Compensation, wellness programs or health insurance.

SECTION 4 – HOLIDAYS AND LEAVE BENEFITS

Paid leave benefits are granted to all permanent full- and part-time employees of Yancey County (but not limited service employees) whose regularly scheduled work hours total thirty (30) or more per week as follows:

4.1 Paid Holidays (Rev 7/15)

The following holidays (as observed by the State of North Carolina,) and such others as the Yancey County Board of Commissioners may designate, shall be observed by County departments and shall be counted as hours worked, and therefore paid, for all permanent full- or part-time employees scheduled to work on the day on which the holiday falls:

- New Year's Day
- Martin Luther King, Jr. Holiday
- Good Friday
- Memorial Day
- Independence Day
- Mount Mitchell Crafts Fair Friday
- Labor Day
- Veterans' Day

Thanksgiving (two days)

Christmas (three days)

Regular holidays that occur during an annual, sick, or other paid leave period for any employee shall count as a holiday and shall not be charged as annual, sick, or other paid leave.

4.2 Holiday Pay When Work Is Required

Permanent non-exempt employees required to work on regularly scheduled holidays will receive double their regular rate of pay for each hour worked on the holiday. The additional holiday pay will be included in the next payroll period.

Shift employees whose annual holiday pay is added to the annual hourly rate will receive additional pay at the base hourly rate for hours scheduled to work on a holiday.

4.3 Sick Leave (Rev 12/17)

Sick leave is a privilege provided by Yancey County. For purposes of the policies concerning sick leave and bereavement leave, Immediate Family is identified as: spouse, children, parents, siblings, grandparents, great grandparents, grandchildren, great grandchildren, step-parent, step-brother and step-sister, half-brother and half-sister, mother-in-law, father-in-law, sister-in-law and brother-in-law.

- A. All permanent full- and part-time employees shall earn sick leave. Permanent part-time employees working a minimum of thirty (30) hours per week shall be entitled to three-fourths the amount of sick leave earned by a full time employee.
- B. Employees may be granted sick leave for absence due to the following:
 - 1. Personal or family sickness that prevents the employee from performing his or her regular duties.
 - 2. Personal or family medical or dental appointments.
 - 3. The actual period of temporary disability related to pregnancy, miscarriage, childbirth, or recovery from either. A doctor's certificate may be required to verify the employee's period of temporary disability for these reasons.
 - 4. To supplement Workers' Compensation Leave both during the waiting period and to supplement the remaining salary, not to exceed the regular salary amount.
 - 5. When exposure to a contagious disease might jeopardize the health of others when continuing to work.

- C. Employees must notify their Department Head of all requests for sick leave before the leave is taken, or **not later than two (2) hours after at the beginning of a scheduled shift** or working day. Sick leave may be taken only with the approval of the Department Head.
- D. The employee's Department Head or the County Manager may require a statement from a physician or other acceptable proof that the employee was unable to report for work, as a condition of approving sick leave after an absence of three (3) consecutive days. A physician's statement may also be required prior to an employee's return to work.
- E. For the first two (2) years of employment, permanent full-time employees shall accrue sick leave on a basis of ten (10) days per year or 3.08 hours per pay period. After two full years of employment each full-time employee shall begin to accrue twelve (12) days of sick leave per year or 3.70 hours per pay period. Permanent part-time employees working a minimum of thirty hours per week shall be entitled to three-fourths the amount of sick leave earned by a full time employee. Unused sick leave may accumulate from year to year on the basis of ten days per year for those employees with less than two years' employment, and at the rate of twelve days per year for those who have been employed two or more years. However, no employee shall be paid for accumulated sick leave upon separation by retirement, resignation, or other termination.
- F. Sick leave is converted to creditable service upon retirement by employees who are members of the North Carolina Local Government Employees' Retirement System. One (1) month of service credit is allowed for each twenty (20) days of unused sick leave, and one (1) additional month is credited for any portion of twenty (20) days of unused sick leave remaining. Unused sick leave earned at another North Carolina government (State or Local) agency will be accepted and transferred to the County **if the employee did not retire from that employer when leaving employment. Such transfers will be** as follows:
 - 1. The maximum number of days added or accepted will be fifty (50). Verification received in hours will be calculated and accepted in days rounded to the nearest whole.
 - 2. The total number of days accepted as transferred will be added to the record after completion of the introductory period.
 - 3. Verification of accumulated sick leave must be received in writing from the previous employer.
 - 4. The transfer must be completed within three (3) years of the employee's last working day with the previous employer.
 - 5. **It is the employee's responsibility to request the leave balance to be forwarded to Yancey County by the end of the introductory period.**
- G. Employees who resign and are not reinstated with the County within a period of three (3) years shall lose all sick leave credits.

4.4 Bereavement Leave (Rev 12/17)

In the event of a death in the employee's immediate family (see definition in Section 4), paid bereavement leave will be granted, but not to exceed three (3) days for any one occurrence. An employee is only eligible for bereavement leave for the three days following the death of an immediate family member. Permanent part-time employees working less than thirty (30) hours per week shall be entitled to bereavement leave if the death and days following occur during the time the employee is

regularly scheduled to work, and only for those scheduled work days.

Weekends or holidays are not included in the three-day period. Additional leave time shall be charged to other available leave if authorized by the Department Head.

4.5 Vacation Leave (Rev 7/12, 11/13, 7/15)

Vacation leave is paid time away from work earned during the working period. There is no provision for pay in lieu of paid time away from work.

For the purpose of earning and accruing vacation leave, the period of twelve (12) calendar months between January 1 and December 31 is established as the leave year.

- A. All permanent full- and part-time employees shall earn vacation leave. Permanent part-time employees working a minimum of thirty (30) hours per week shall be entitled to three-fourths the amount of vacation leave earned by a full-time employee. The following table will be used in calculating the accrual of vacation leave for a full-time employee:

	Hours Earned	Days Earned
	<u>Per Pay Period/Per Year</u>	<u>Per Year</u>
Less than 2 years	3.08	80.00 10
2 but less than 5 years	3.70	96.00 12
5 but less than 10 years	4.62	120.00 15
10 but less than 15 years	5.54	144.00 18
15 but less than 20 years	6.47	168.00 21
20 years or more	7.39	192.00 24

- B. Vacation leave may be accumulated without any applicable maximum until December 31 of each calendar year. However, if the employee separates from service through retirement, resignation, or other termination, payment for accumulated leave shall not exceed thirty (30) days or 240 hours. In the event of resignation, an employee must meet the requirements of Section 7 in order to be paid for accumulated vacation leave.

Any advanced vacation leave shall be deducted from the employee's final compensation.

- C. On December 31, vacation leave balances in excess of thirty (30) days or 240 hours shall be carried forward to sick leave. Conversely, an employee whose leave balance is a negative of three or more days (24 or more hours) at any point in the year shall have a monetary deduction equal to the amount of the negative on a subsequent payroll. The employee's leave balance will then be increased accordingly.
- D. Vacation leave shall be taken with the prior approval of the employee's Department Head, and a

leave request may not be approved when it would create a hardship for the County.

- E. Any employee who separates in good standing from Yancey County and is reinstated within three (3) years may receive credit for previous service for the purpose of accruing vacation leave. An employee coming to Yancey County from another local or state government as referenced in item H below may also receive credit for previous service for the purpose of accruing vacation leave if employed by Yancey County within three (3) years of separation in good standing from that government. The total months of previous service will be recognized at the end of the new introductory period.
- F. The estate of an employee who dies while employed by the County shall be entitled to payment for all the accumulated vacation leave credited to the employee's account, not to exceed a maximum of thirty (30) days or 240 hours.
- G. Employees coming to Yancey County from another local government or from a North Carolina state government agency will be given work experience credit for the purposes of Vacation Leave accrual only. Such creditable service at the other local government or state agency must be verified by that government or by the annual statement from the Local Governmental Employees' Retirement System (LGERs) or the Teachers' and State Employees' Retirement System (TSERS). Prior experience credit is not applicable to re-hired retirees from either local or state government.
- H. An employee who has worked on a part-time basis in and for Yancey County and is subsequently moved to full-time status will receive pro rata credit for the previous part-time service for the purpose of accruing vacation leave.
- I. An employee who has successfully completed the six months introductory period will normally be paid for accumulated annual leave upon separation subject to the 30-day maximum, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation. Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the County Manager when deemed to be in the best interest of the County.
- J. Employees who are involuntarily separated shall receive payment for accumulated vacation leave not to exceed 30 days, except that at the discretion of the County Manager employees dismissed for serious violations of personal or criminal conduct may be determined ineligible to receive vacation pay.

4.6 Compensatory Leave (Rev 7/16)

Compensatory Leave ("comp time") is paid time off available to non-exempt employees as a result of working in overtime status. See Section 6 for additional information on earning compensatory time.

4.7 Shared Leave

Yancey County provides the opportunity for employees to share earned sick leave with another employee who is experiencing extreme and extenuating circumstances covered in sick leave provisions. The following procedure applies to sharing sick leave:

- A. An employee experiencing an extreme and extenuating situation who has exhausted his/her sick and vacation leave may apply in writing to their Department Head to accept donated sick leave from other Yancey County employees. The written request shall include a brief description of the circumstance prompting their request.
- B. The Department Head shall review the request and forward it to the County Manager for approval or denial in consultation with the Department Head.
- C. Upon approval, the shared leave request will be forwarded to the Finance Officer for payroll administration.
- D. The recipient shall continue to accrue sick and vacation leave while in a shared leave status.
- E. Employees who wish to donate sick leave to an approved applicant must indicate in writing the employee to whom he wishes to donate, and the hours to be donated, and submit it to the Finance Officer for payroll administration. The minimum amount of hours that can be donated is four (4), and the maximum amount of hours that can be donated shall not exceed one-half of the donor's sick leave balance.
- F. Each approval of shared sick leave shall not exceed 480 hours (six weeks). Requests for additional donated sick leave must be submitted in the same manner as the original request, and all subsequent requests shall be presented to the Board of Commissioners for approval in addition to that of the County Manager.
- G. At the termination of the circumstance requiring donated sick leave, all donated sick leave in excess of 24 hours (not including sick leave accrued by the recipient while in shared leave status) shall be prorated and returned to each donor's sick leave balance.

4.8 Adverse Weather Closings (Rev 11/13)

It is the policy of Yancey County to keep all County offices and departments open during the regular workday except during the most extreme or adverse weather conditions. County offices and departments shall remain open for the full scheduled working day unless authorization for delayed opening, early closing, or other deviation is received from the County Manager. This policy does not pertain to emergency services (law enforcement, E-911 and ambulance service) and other designated personnel whose attendance during such times is considered a condition of employment. All other departments and offices will be given sufficient advance notice of any authorized early closing or delayed opening. Employees will receive full pay for all such authorized periods. Employees who leave work before an official early closing time, as well as employees who report for work late or do not report for work at all when no County-wide closing has been authorized, will be required to use earned vacation leave or compensatory time for hours or days taken.

Delayed openings or full-day closings will be communicated to all employees in the most efficient manner possible, either by 10:00 p.m. on the preceding evening or by 7:00 a.m. on the morning of such a day. Employees who report to work during an official closed period will not be granted extra pay or compensatory time for the reported period unless specifically directed to report to work by his or her Supervisor or Department Head.

It is recognized that weather conditions vary throughout the County, and depending on road conditions in each community the decision whether or not to report to work, or to leave early, lies strictly with each individual employee. However, available compensatory leave or vacation leave must be used for the

time missed from work.

In the event of an inclement weather closing, employees on previously approved leave will remain on that leave, not adverse weather leave.

4.9 Court Leave (Rev 12/17)

Court leave may be granted when an employee is called for jury duty or as a witness in any civil or criminal legal proceeding. The employee shall receive leave with pay for such duty. Permanent part-time employees working less than thirty (30) hours per week shall be entitled to court leave if the proceedings occur during the time the employee is regularly scheduled to work, and only for those scheduled work days.

An employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation, except that employees must turn over to the Finance Officer any witness fees or travel allowances awarded for court appearances in connection with official duties. When an employee's obligation for jury or witness duty ends during the work day, the employee shall return to work as soon as practical. While on court leave, benefits and leave shall accrue as though on regular duty.

An employee who is involved in private litigation legal proceedings not work related shall not be entitled to court leave, but may take vacation leave, compensatory leave, or leave without pay for necessary court appearances with the approval of the Department Head.

4.10 Workers' Compensation Leave

Workers' Compensation leave complies with applicable North Carolina statutes and Federal laws and runs concurrently with the FMLA. By statute the Workers' Compensation benefit is two-thirds (66.66%) of the injured workers' average weekly wage. The benefit is paid by the carrier and is tax free. The employee may elect to request sick leave pay, if available, for the remaining one-third of the day while absent for Workers' Compensation leave, as well as for the required waiting period prior to receiving Workers' Compensation pay.

4.11 Parental School Leave Community Involvement Leave

A County employee may take up to a maximum of eight hours of paid leave annually to be involved with school activities of his/her child(ren) in kindergarten through high school; volunteer for educational or community organizations or events; or otherwise make a contribution to the community. An employee who is a parent of school-age children is entitled to up to four (4) hours of unpaid leave per calendar year so that he/she may attend or otherwise be involved in his/her child's school activities. For the purposes of this policy a "parent" is defined as the natural mother or father of a child; a person who has legal custody of a child; or a person who acts as a guardian of a child regardless of whether he or she has been appointed legally as such. Paid leave (compensatory leave, vacation leave) may be substituted for unpaid time off; however, the leave must be approved in advance by the employee's

Department Head. The leave must be taken at a time mutually agreed upon by the employee and the Department Head and should be requested at least 48 hours prior to the time of the leave.

FEDERAL LAW REQUIREMENTS

4.12 Family and Medical Leave Act – FMLA

Yancey County complies with the Family and Medical Leave Act. The County posts the mandatory FMLA Notice and provides all new employees with notices required by the U.S. Department of Labor.

This policy provides a general description of FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

A. General Provisions

Yancey County will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a rolling 12-month period to eligible employees. The leave may be paid, unpaid or a combination of both.

B. Eligibility

To qualify to take FMLA, the employee must meet all of the following conditions:

- 1) The employee must have worked for the County for 12 months or 52 weeks which need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years unless the break includes National Guard or other military obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) To be eligible for any type of FMLA leave, an employee
 - must have a total of at least twelve months of service with the employer, although the twelve months need not be consecutive;
 - must have worked at least 1,250 hours during the last twelve months; and
 - must work at a worksite that has at least fifty employees within a seventy-five mile radius.

C. Types of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition.

- 4) The serious health condition of the employee that makes the employee unable to perform his/her job.
- 5) Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.
- 6) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member. This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

Employees with questions about what illnesses are covered under this FMLA policy or under the County's sick leave policy are encouraged to consult with the County Manager's Office.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) previously described under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) previously described (military caregiver leave) during a single 12-month period. For this military caregiver leave, the County will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the County and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member, the County will require the employee to reimburse the amount it paid for the employee's health insurance premium during the leave period.

After using all paid leave for which the employee qualifies, the employee on FMLA may use Leave Without Pay for the remainder of the FMLA 12/26-week entitlement. An employee

ceases to earn holiday or leave credits on the date leave without pay begins.

While the employee is on unpaid FMLA leave, he or she may request continuation of optional benefits and pay his or her premiums to the County in person or by mail by the 25th of the month.

F. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation and sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation or sick leave (as long as the reason for the absence is covered by the County's sick leave policy) prior to being eligible for unpaid leave.

G. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, or may use the leave intermittently by taking a day periodically when needed over the year. The leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

H. Certification for the Employee's Serious Health Condition

Yancey County will require certification for the employee's serious health condition, or that of the relevant family member if that is the qualifying reason for FMLA. The employee must respond to such a request within 15 days of the request. Failure to provide certification may result in a denial of continuation of leave.

The County may directly contact the employee's health care provider for verification or clarification purposes. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee who refuses to release relevant medical records.

I. Certification of Qualifying Exigency for Military Family Leave

Yancey County will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of

leave.

J. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The County will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

K. Recertification

The County may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the County may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

L. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the County Manager. Within five business days after the employee has provided this notice, the County Manager will respond to the request and provide the employee with information regarding their rights.

4.13 Military Leave (Rev 7/11)

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. **Military Leave applies to Armed Forces Active and Reserve, Army and Air National Guard, FEMA Disaster Assistance Teams, Commissioned Corps of Public Health Service, Military Service Academies, and Reserve Officer's Training Corps (ROTC.)**

Extended active duty leave will be unpaid. However, employees may use any available paid time off for the absence. Short-term military leave with pay will be granted for up to ten **(10)** 15 workdays during the year.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. **Employees on extended military leave will remain eligible for health benefits on a voluntary basis, at the employee's expense, for a period of 24 months.**

If the compensation received while on military leave is less than the salary that would have been

earned during this same period as a County employee, the employee shall receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period. Additionally, the employee may be eligible for retirement service credit at no cost for the period of military leave in accordance with LGERS specifications.

Part-time and limited service employees will be granted time off without pay to meet their military reserve or National Guard training obligations.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment. However, while on involuntary military leave, seniority-based benefits such as leave accrual rates shall continue to accrue as if the employee was actively at work.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable State laws.

Employees returning from military leave will be placed in in less than five years will be returned to the same or like position they would have attained had they remained continuously employed in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. A military discharge form DD214 with an honorable discharge must be submitted with the notification of intent to return to work.

4.14 Leave Without Pay

- A. Leave without pay for a period of up to six months may be granted for appropriate reasons (such as personal disability, immediate family sickness, continuation of education, special work that will permit the County to benefit by the experience) as determined by the County Manager upon recommendation of the Department Head. Failure to report for duty at the expiration of the leave without pay period, unless an extension has been granted, shall be considered a resignation.
- B. An employee shall have the option to retain all unused vacation and sick leave while on leave without pay. Vacation and sick leave credits will not accrue during leave without pay. Hospitalization insurance provided for the employee by the employer during regular pay status will not be provided at County expense during leave without pay unless the employee is in payroll status a minimum of one-half (1/2) the working days of the calendar month. The employee, however, may continue to participate in any benefit(s) provided by the County's group plans, subject to restrictions set by the respective group carriers.

4.15 Administrative Leave

The County Manager may, for disciplinary reasons or during an investigative period, direct that an employee be placed on administrative leave, with or without pay.

4.16 Deducting Leave

All leave and compensatory time shall be deducted in the following manner:

Emergency services personnel (law enforcement and ambulance service) shall have each hour of leave or compensatory time taken deducted, up to the total hours for the shift. a total of twelve (12) hours per shift. All other employees shall have each hour of leave or compensatory time taken deducted, up to a total of eight (8) hours for each day absent from work.

4.17 Leave Request Form

Prior to taking vacation leave (or compensatory leave) an employee must turn in a Leave Request Form. The request form shall indicate how many hours will be taken and when the leave will be taken. The request form should be turned in as far in advance as possible, with a two weeks' notice preferred.

Sick leave requests shall be turned in as soon as the employee is aware that it is necessary to take sick leave for medical appointments. When the employee is not aware in advance, sick leave requests should be turned in immediately upon the employee's return to work.

The County Manager and Department Heads reserve the right may deny leave requests when the granting of a request would increase the expense of or cause difficulty in operating the department, thus impacting services provided by the County.

SECTION 5 - CONDITIONS OF EMPLOYMENT

5.1 Ethical Conduct and Conflict of Interest

The proper operation of County Government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. As stewards of public resources and holders of the public trust, County employees are expected to uphold the highest standards of ethical conduct while fulfilling their job duties and responsibilities.

Yancey County Government expects all employees to conduct business according to the highest ethical standards of conduct. Employees should devote their best efforts to the interests of the County. Business dealings that appear to create a conflict between the interests of the County and an employee are unacceptable. The County recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the County's business. However, the employee must disclose any possible conflicts so that the County may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee

is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the County's business dealings. A violation of this policy will result in immediate and appropriate discipline, up to and including termination.

A. Outside Employment

The work of the County takes priority over other employment interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported to the employee's Department Head before such work is to begin. The Department Head and the County Manager will determine whether the outside work would create a conflict of interest or otherwise be incompatible with Yancey County service. Time spent in the performance of outside employment must not interfere in any way with the performance of work assignments with the County. The assumption of outside employment without prior approval by the County may be deemed improper conduct and subject the employee to disciplinary action, up to and including termination.

B. Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier or customer of the County, except where such ownership or interest consists of securities in a publicly-owned company with securities regularly traded on the open market. An exception will be made for those employees who have given written notice to the County Manager, and the County Manager in writing has made the determination that there is no conflict of interest.

5.2 Gifts and Favors

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual suppliers of goods or services. Special care must be taken to avoid even the impression of a conflict of interest.

No official or employee shall grant any improper favor, service, or thing of value in the discharge of duties.

5.3 Work Product Ownership

All Yancey County employees must be aware that the County retains legal ownership of the product of their work. No work product created while employed by the County can be claimed, construed, or presented as property of the individual, even after employment by the County has been ended or the relevant project completed. This includes written and electronic documents, audio and video recordings, systems codes, and also any concepts, ideas, or other intellectual property developed for the County, regardless of whether the intellectual property is actually used by the County. It is acceptable for an employee to display and/or discuss a portion or the whole of certain work product in certain situations, such as on a resume.

5.4 Confidential Nature of Work

All Yancey County records and information relating to Yancey County are confidential and employees must treat all matters accordingly. No Yancey County information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of Yancey County) may be removed from the County's premises without permission from the County Manager. Additionally, the contents of Yancey County's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the County. Employees who are unsure about the confidential nature of specific information must ask their Department Head for clarification. Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

5.5 Political Activity Restricted

Every employee of Yancey County has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principals or policies of civic or political organizations in accordance with the Constitution and the laws of the State of North Carolina and the Constitution and the laws of the United States of America.

However, while on duty, no employee of Yancey County shall:

1. engage in any political or partisan activity in accordance with NCGS 160A-169 and 153A-99,
2. use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office,
3. be required as a duty or a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes,
4. coerce or compel contributions for political or partisan purposes by another employee of the County, or
5. use funds, supplies, or equipment of the County for political or partisan purposes.
6. be a candidate for nomination or election to the office of County Commissioner.

Employees subject to the Hatch Act (employees subject to the Hatch Act work in a position that has duties in connection with programs financed in whole or in part by Federal funds) may not be candidates for elected office in a partisan election.

Any violation of this section may subject the employee to appropriate disciplinary action, up to and including termination.

5.6 Limitation on Employment of Relatives

- A. No two members of an immediate family (see definition of immediate family under Sick Leave, 4.3) shall be employed within the same department if such employment will result in one member supervising the other or in one member occupying a position that has influence over the other's employment, promotion, salary administration, or related management or personnel consideration, except as may be authorized by the County Manager in writing.
- B. The Yancey County Board of Commissioners shall approve the appointment by the Sheriff or the Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin.

5.7 Impairing Substance Use

Employees shall not consume, purchase, or possess any intoxicating beverage while on County time. No employee shall operate a County-owned vehicle after the consumption of any amount of intoxicating beverage. At no time shall an employee operate a vehicle or any other heavy equipment while impaired. Off-duty employees shall not consume intoxicating beverages to such an extent as to render them unfit to report for their next regular duty day or when on call. Employees shall not report for duty or be on duty while visibly affected from the use of alcohol, controlled substances, drugs, or any other means, or with an odor of intoxicants on their breath. No employee shall report for duty while taking prescribed or over-the-counter medications that affect their ability to properly or safely perform their assigned duties.

Any employee driving a County-owned vehicle, driving a personal vehicle in the course of County business, or using County-owned heavy equipment is subject to random testing for drug and alcohol use. Any employee on duty or reporting for duty while visibly affected by the use of alcohol, controlled substances, drugs, or any other intoxicants, or with an odor of intoxicants on their breath may be required to submit to a breath test or other diagnostic test(s) as directed by the County Manager or designee. If the County Manager has reasonable suspicion that an employee is under the influence of such substances, the County Manager may require a test to confirm such suspicion. Such tests administered under this rule shall only apply to any administrative process that may result. A failure to submit to such test will subject the employee to disciplinary action, up to and including termination.

5.8 Attendance

In order to maintain a safe and productive work environment, Yancey County expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the County. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their Supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination.

5.9 Violence in the Workplace

Yancey County is committed to preventing workplace violence and to maintaining a safe work environment. All employees, including Supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on race, color, religion, creed, national origin or citizen status, gender, sexual orientation, age, disability, genetic information, status as a covered veteran, or any other protected characteristic as established by law. race, religion, color, sex (including gender, pregnancy, sexual orientation and gender identity), national origin, age (40 or older), non-disqualifying disability, veteran status, genetic information (including family medical history), sickle cell or hemoglobin C traits, AIDS virus or HIV infection, being a victim of domestic violence, or any other protected characteristic as established by law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Department Head or County Manager. The County will promptly and thoroughly investigate all reports of threats of (or actual) workplace violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation the County may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action, up to and including termination.

5.10 Solicitations, Distributions, & Use of Bulletin Boards

Yancey County Employees should not solicit during work time when doing so interferes with another employee's job performance. Likewise, when dealing with outside solicitors, employees should be sure their job performance is in no way compromised and their work station is covered.

Bulletin boards on Yancey County property are to be used only for posting or distributing notices containing matters directly concerning County business, announcements of a business nature which are equally applicable and of interest to employees, and required labor law postings. All posted material must have authorization from the County Manager's Office.

Employees are expected to check these bulletin boards and the County's website periodically for new and/or updated information regarding employment laws. Employees are not to remove material from the bulletin boards.

5.11 Internet and E-Mail Use

A. INTERNET USE

Employees are provided with access to the Internet to assist them in performing their jobs. In addition, e-mail provides an excellent means of communicating with other employees, vendors, and other governments and businesses. Use of the Internet, however, must be tempered with common sense and good judgment, and such use of the Internet via the County's computer system constitutes consent by the user to all of the terms and conditions of this policy. Abuse of the right to use the Internet may result in disciplinary action, including possible termination, and civil and criminal liability.

Employees should be aware that information posted on personal internet and social networking sites can reflect both personally and professionally on the employee and Yancey County Government.

Disclaimer of liability for use of Internet: Yancey County is not responsible for material viewed or downloaded by users from the Internet. Users are cautioned that the Internet contains offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Users accessing the Internet do so at their own risk.

Duty not to waste computer resources: Employees must not deliberately waste computer resources or unfairly monopolize resources to the exclusion of others. This includes, but is not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space files of this or any other sort may not be downloaded unless they are work-related.

Duty to maintain with no expectation of privacy: The computers and e-mail accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the County and may only be used for business purposes. In addition, e-mail is a public record as defined by North Carolina General Statutes 132 and 121 and as such is subject to the records retention regulations as defined by the Department of Cultural Resources. Electronic mail is a record just the same as paper and must be maintained (either printed and filed or electronically filed) for the same required time as paper communication of the same information. All Department Heads have access to the Records Retention and Disposition Schedule for further clarification.

Monitoring computer usage: The County has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups, social networking sites and news groups, reviewing material downloaded or uploaded, and reviewing e-mail sent and received by users.

Blocking of inappropriate content: The County may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by County networks. An employee who encounters inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to the County's blocking software.

Prohibited activities: Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law), or violates the County's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the County's computers. An employee encountering or receiving this kind of material should immediately report the incident to the Department Head or the County Manager's Office. The County's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies may be grounds for discipline up to and including discharge. Any evidence of child pornography found on electronic and information technology equipment must be reported by the Information Technology Director to the County Manager who will then be responsible for notifying law enforcement officials.

Games and entertainment software: Employees may not use the County's Internet connection to download games or other entertainment software or to play games over the Internet.

Illegal copying: Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material. Employees may not agree to a license or download any material for which a registration fee is charged without first obtaining the express permission of the Department Head.

Accessing the Internet: To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the County's network must do so through an approved Internet firewall. Accessing the Internet through the County's network by any means that by-passes the firewall is strictly prohibited. Password and back-up procedures as directed by the Information Technology Director must be adhered to.

Virus detection: Files obtained from sources outside the County, including storage devices brought from home, files downloaded from the Internet and other online services, files attached to e-mail, and files provided by vendors may contain dangerous computer viruses that may damage the County's computer network. Employees should scan all electronic material with County-approved virus checking software. If an employee suspects that a virus has been introduced into the County's network the Information Technology Director should be notified immediately.

B. E-MAIL USE

Employees should always ensure that the business information contained in electronic mail/Internet messages is accurate, appropriate, and lawful. In addition, email is not to be used for personal business. The e-mail network is a private information system of Yancey County. Individuals using this system expressly consent to monitoring of their activities. Anyone using this system in violation of the County's Internet and e-mail policy may be subject to disciplinary action, up to and including termination.

5.12 Voice Mail Policy

The Voice Mail system is the property of Yancey County and has been provided for use in conducting County business. All communications and information transmitted by, received from, or stored in this system are records and property of the County. The Voice Mail system is to be used for County purposes only. Employees have no right of personal privacy in any matter stored in, created, received, or sent over the County Voice Mail system.

Employees should also use professional and courteous greetings on their Voice Mail boxes so as to properly represent the County to outside callers. Employees should be aware of the fact that voice mail messages and records may be subject to discovery in litigation.

5.13 Telephone & Cell Phone Use (Rev 7/11)

Because a large percentage of Yancey County's business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although the County realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. **Additionally, no personal long distance calls may be made on County phones.**

Cell Phone/Smart Phone Usage

1. Personal Cell Phone Use While at Work

Employees should limit the use of personal cell phones while at work as it may present a hazard or distraction to the user and/or co-workers. This policy is meant to ensure that cell phone use while at work does not disrupt business operations and is courteous to co-workers that are working in the vicinity. For safety purposes cell phones are not to be used while operating any motorized equipment.

2. County-Provided Cell Phones

Cell phones are provided to certain employees of Yancey County for the purpose of conducting Yancey County business. The use of County-provided cell phones for personal calls is expressly prohibited.

3. Smart Phones Connected to County Server

A lost or stolen mobile device, owned either by the County or by the employee, with connectivity to the County's server for e-mail access must be reported to the IT Department immediately. The device may be remotely locked or wiped of all data to prevent unauthorized access to the County's network.

5.14 Internal Investigations and Searches

From time to time, the County may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, at the County's discretion, work areas (i.e., desks, file cabinets, etc.) may be subject to a search without notice. Employees are required to cooperate.

The County will generally try to obtain an employee's consent before conducting a search of work areas, but may not always be able to do so.

5.15 Reference Inquiries

All inquiries regarding a current or former Yancey County employee must be referred to the County Manager or other Appointing Official.

Should an employee receive a written request for a reference, he/she should refer the request to the County Manager's Office for handling. No Yancey County employee may issue a reference letter on behalf of any current or former employee without the permission of the County Manager's Office.

Under no circumstances should any County employee release any information about any current or former County employee over the telephone. All telephone inquiries regarding any current or former employee of the County must be referred to the County Manager's Office.

In response to an outside request for information regarding a current or former County employee, the County Manager's Office will furnish or verify only such information as is contained in Personnel Records, Section 9. No other data or information regarding any current or former County employee, or his/her employment with the County, will be furnished unless (1) the employee authorizes the County Manager in writing to furnish this information and releases the County from liability in connection with the furnishing of this information, or (2) the County is required by law to furnish such information.

5.16 Smoking Policy Use of Tobacco Products

All Yancey County buildings are smoke-free. Yancey County employees are permitted to smoke or use other tobacco products in designated smoking areas only, **not within fifty feet of a public entrance unless a variance is issued by the County Manager.** Employees are prohibited from smoking or using tobacco in non-smoking areas or in County vehicles. **When granted, smoking areas shall be clearly designated. The prohibition against tobacco products includes e-cigarettes or other devices which provide a vapor or nicotine substance and inhaler devices that simulate smoking.**

Any questions regarding the smoking policy or the designated locations should be directed to the County Manager's Office.

5.17 News Media

To ensure that all County-related information is accurate and up to date, all requests from the media for comment are to be referred to the County Manager for a response. While the County Manager may refer the request for comment to the appropriate Appointing Official, no statement which involves the County, its policies, or employees is to be otherwise released verbally or in writing.

5.18 County Mail

The use of the Yancey County's paid postage for personal correspondence is not permitted. Mail received marked "Personal and Confidential" is sometimes inadvertently opened, or may be opened because the addressee is no longer employed and it is believed that the piece of mail is an important business-related item that requires immediate attention. Accordingly, the County assumes that it has each employee's permission to open any piece of mail received at the office address.

5.19 Personal Property

Yancey County cannot be responsible for personal property that is lost, damaged or stolen. It is not covered under the County's insurance.

Also, the County prohibits any items on the premises or worksite that are sexually suggestive, offensive, or demeaning to specific individuals or groups, along with firearms or other weapons.

5.20 Use of County Time, Supplies, and Equipment and Vehicles

Yancey County equipment, materials, tools and supplies are not available for personal use, nor are they to be removed from County property except in conduct of official County business, **unless approved by the County Manager. No employee shall purchase for personal use any equipment or supplies through County purchase accounts.** County employees are expected to provide reasonable care of any County equipment as a function of their job and will be held accountable for the proper use of such equipment. **Use of County time, supplies, or equipment for personal or other purposes not related to the employee's County duties and responsibilities is prohibited and subjects the employee to disciplinary action, up to and including dismissal.**

5.21 Uniforms and Other Property

Yancey County furnishes uniforms to employees whose work requires uniformity of appearance and identification. County uniforms are not to be worn except when on duty for the County. Sheriff's Deputies may wear their uniforms in off-duty hours only when approved by the Sheriff or his designee.

Uniforms will be replaced as needed due to normal wear. However, employees will be charged for replacement of uniforms that have been lost or willfully damaged by the employee. All employees who are assigned uniforms will be required to sign for them when they are issued and return them when leaving County employment. The cost of uniforms **and other County-owned property** issued and not

returned will be deducted from the employee's final pay.

5.22 Driver's License, Vehicle Insurance, and Driving Record Requirements (Rev 7/11)

A. Drivers of County-Owned Vehicles

Vehicles owned by Yancey County are not to be used for personal purposes. Employees who operate Yancey County vehicles as part of the essential duties of their position are required to meet the following minimum standards set by Yancey County and have possession of an appropriate driver's license valid in the State of North Carolina, except where preempted by military involvement. Any employee operating Yancey County vehicles must have a minimum of five (5) years' driving experience. Motor vehicle records checks will be made with the North Carolina Department of Motor Vehicles for anyone hired for a position that requires the operation of a County-owned vehicle to determine the driver's acceptability. An annual NC DMV records check will be completed for all authorized drivers to determine continued acceptability. After employment, any employee whose license is revoked, suspended, or lost, must notify his/her Department Head immediately. The employee will be unable to resume operating a Yancey County vehicle until providing proof of a valid driver's license to the Department Head. Employees who are not able to perform essential job duties due to the suspension or revocation of their driver's license may be reassigned to a non-driving position or may be terminated.

The Yancey County Transportation Department routinely conducts driver safety training for its employees. These sessions are available to all other County departments, and all employees from other departments who operate Yancey County vehicles as part of the essential duties of their position, or who drive personal vehicles in the course of County business, are required to attend a minimum of two (2) such sessions annually with attendance recorded and reported to the County Manager's Office.

As noted in Section 5.7, "Impairing Substance Use," employees driving County-owned vehicles or personal vehicles in the course of County business are subject to random testing for drug and alcohol use.

These minimum standards apply to all employees who operate Yancey County vehicles. Additional requirements are established for and communicated by the Transportation Department and the Sheriff's Department.

B. Drivers of Personal Vehicles on County Business

Yancey County requires that employees who drive personal vehicles in the course of County business provide proof of adequate personal insurance coverage limits in addition to the driver's record check referenced above. Minimum personal auto limits of \$500,000 are recommended to be maintained on the personally-owned vehicle used while performing County business. The County Manager (or Department Head in the case of DSS and Extension Service) shall review and maintain copies of the referenced information for the respective employees.

C. Vehicle Accident Investigation Procedure

Drivers of County-owned vehicles or employees driving personal vehicles on County business are to take appropriate action in the event of an accident to prevent additional accidents and/or injuries. The employee should immediately report the accident to the County's emergency services (E-911) who will dispatch appropriate law enforcement and/or emergency medical personnel. The employee is to remain at the scene of the accident, be courteous, answer law enforcement personnel's questions, and give identifying information to other parties involved. As soon as possible, and no more than twenty-four (24) hours following the accident, the employee should complete the Accident/Incident Report Form available from his/her Department Head or from the County Manager's Office.

Employees found to be negligent in operating vehicles on behalf of Yancey County are subject to the procedures outlined in Section 7.5 "Discipline and Dismissal."

5.23 Licenses, Registrations, or Certifications

Yancey County employees are expected to maintain any license, registration, or certification required by relevant law, rule, or provision when the duties of the position require that license, registration, or certification. Employees must obtain or maintain current, valid credentials as required by law, rule, regulation, and occupational boards.

5.24 Safety in the Workplace

Safety is the responsibility of both the County and its employees. It is the policy of the County to establish a safe work environment for employees. The County shall establish a safety program including policies and procedures regarding safety practices and precautions, and provide training in safety methods. Department Heads and Supervisors are responsible for insuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow

the safety policies and procedures and attend safety training programs. Employees who violate such policies and procedures shall be subject to disciplinary action, up to and including termination.

Additional detailed procedures regarding safety, worker's compensation, injury, and infection control may be established by the County Manager.

5.25 Nursing Mothers

Section 4207 of the Patient Protection and Affordable Care Act of 2010 (PPACA) provides "reasonable breaks" as needed for an employee to express milk for her nursing child for one year after the child's birth. Time taken for these breaks in excess of 20 minutes should be excluded from time reported on the employee's ~~time sheet~~[timesheet](#).

5.26 Compensatory Time Off (Rev 7/16)

Yancey County provides compensatory time off in lieu of cash overtime compensation to employees

who have earned compensatory time in accordance with Section 6.19.

5.27 Performance Evaluation

All Yancey County employees shall be evaluated by the Supervisor or Department Head at least once a year. These performance evaluations shall be documented in writing and placed in the employee's personnel file. Procedures for the performance evaluation process shall be determined by the County Manager.

SECTION 6 – PAYROLL PROCEDURES AND THE PAY PLAN

Employment Overview

6.1 Employment Status

Employment status with Yancey County is one of the following:

Full-Time Employee. An employee in a permanently established budgeted position who is regularly scheduled to work thirty-seven and one-half (37.5) or more hours per workweek with continuous employment of at least 12 months and is generally paid on a salary basis.

Part-Time Employee. An employee in a permanently established budgeted position who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours but at least 20 hours per workweek with continuous employment of at least 12 months, and may be paid either on a salary or an hourly basis. Note: Employees who work thirty (30) or more hours per week in a permanently established budgeted position are eligible for benefits, including paid leave days. Also, for the purpose of health insurance coverage, thirty (30) hours per week is termed “full time.” However, Local Government Employees’ Retirement System membership is required for employees working 19.23 hours or more per week, 1,000 hours per year.

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Permanent Employee. An individual who has successfully completed the introductory period and is employed in a budgeted position of an indefinite duration. Permanent employees may be full- or part-time. Reference to “permanent” positions or employment should not be construed as a contract or right to perpetual funding or employment.

Temporary Employee. An individual employed in a position for a definite duration, but less than twelve (12) months. Temporary employees may be full- or part-time.

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Limited Service Employee. An employee in a position for which either: (a) the average work week required by the County over the course of a year is less than 20 hours (or 1,000 hours per year); or (b) continuous employment required by the County is less than 12 months.

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Introductory Period Employee. An individual employed in a permanently established budgeted position that has served less than six (6) months in that position. The employee’s job performance will be carefully monitored during, and evaluated at the end of, the introductory period for determination of continued employment.

Payroll Procedures

6.2 Pay Period and Payday (Rev 2/18)

The pay period for Yancey County Government begins at 6:01 a.m. each Saturday and ends at 6:00 a.m. on the following Saturday.

All employees shall be paid on a bi-weekly basis, with Thursday designated as payday. If payday falls on a holiday, employees will be paid on the last working day before the holiday. Payroll is processed based on timesheets, as prescribed by the Finance Officer, which are due in the Finance Office on alternate Fridays preceding payroll on the next Thursday.

6.3 Direct Deposit of Payroll

Direct deposit of payroll is a benefit available to all Yancey County employees. Individuals employed in part- or full-time permanently established budgeted positions on or after the effective date of this policy will be paid through direct deposit of payroll only. Direct deposit may go to any account and to any banking institution.

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6.4 ~~Time Sheet~~Timesheets (Rev 7/16)

The Fair Labor Standards Act requires that a full record and accounting of all non-exempt employee hours worked must be maintained by the employee and kept on file by the employer for a three-year period. The following procedures are to be followed:

Comment [D1]: Reviewing OT exemptions

1. All non-exempt employees are required to keep a daily time record of actual hours worked, including start/stop times. The time record shall be completely filled out, and shall reflect accurately the time that an employee arrives for work and when the employee leaves. The type of record shall be determined by the Finance Officer, and whether paper or electronic is referenced in these policies as "timesheet."
2. If the employee does not work on a particular day (i.e. vacation, sick leave) the appropriate code/codes should be entered.
3. The information on the ~~time sheet~~timesheet may be reviewed by the Supervisor at any time. It is the Supervisor's responsibility to ensure that ~~time sheet~~timesheets are kept up to date and are accurate.
4. At the end of the pay period the ~~time sheet~~timesheet is to be signed and dated by the employee and submitted to the Department Head. The Department Head will in turn review and certify the ~~time sheet~~timesheet by signing and dating it, then submit it to the Finance Office as directed by the Finance Officer. All ~~time sheet~~timesheets will be kept on file in the Finance Office for a period of three years.
5. Any fabrication of information will result in disciplinary action, up to and including termination.
6. Time records must also be kept by exempt employees in order to substantiate attendance and leave days.

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6.5 Pay for Part-Time Work

Compensation of any employee whose work assignment is less than thirty-seven and one-half (37.5) hours per week may be computed on an hourly basis. Permanent part-time employees whose regular work assignment is thirty (30) or more hours per week will receive the same paid holidays as the full-time employees provided that they are regularly scheduled to work on the day the holiday occurs.

6.6 Holiday Pay (Rev 7/12)

Yancey County permanent non-exempt employees working in various areas (such as law enforcement, E-911, ambulance service, parks and recreation, transportation, and convenience centers) are subject to being scheduled for work on holidays. Those employees will receive double their regular rate of pay for working on a holiday observed by Yancey County Government, or double hours worked added to their compensatory time balance. However, time worked on a holiday will be counted hour for hour (not

double time) for the purposes of reaching overtime status, which is actual time worked in excess of forty (40) hours in the designated work week (eighty-six (86) in the work period for law enforcement and E-911 and ambulance service) that results in compensatory leave (see Sections 4.6 and 6.19.)

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6.7 Payroll Deductions

All statutory taxes including Federal and State income taxes, Social Security and Medicare (FICA) tax, and retirement contributions shall be deducted as required by law. Other voluntary deductions such as health insurance, miscellaneous insurance products, and certain contributions (United Way, etc.) will be deducted as authorized by law and the Yancey County Board of Commissioners. All voluntary deductions will be based on the employee's authorizing signature. Enrollment dates and processes for all voluntary deductions will be communicated each year so that all eligible employees are informed and participation is readily available.

6.8 Wage Garnishment

The Yancey County Finance Office will appropriately acknowledge all wage garnishments from other governments - Local, State, and Federal. In addition, it is required that each Yancey County employee pay his or her County property tax in a timely fashion. Failure to do so will be considered a violation of these policy provisions and the property tax due will be subject to garnishment from the employee's payroll check.

6.9 Annual Longevity Pay

Longevity pay is a benefit paid annually to those employees who have 15 (fifteen) or more years of aggregate Yancey County service. Longevity pay amounts are computed by multiplying the employee's base pay rate on the date of eligibility by the applicable percentage as follows:

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Years of Aggregate

County Service

10 but less than 15 years

Longevity Pay Rate

1.25 percent

15 but less than 20 years	2.25 percent
20 but less than 25 years	3.25 percent
25 or more years	4.50 percent

1. An employee must have ~~fifteen~~ **ten** (15 10)_ years of aggregate qualifying service before being eligible for a longevity payment.
2. The employee must be in a part- or full-time (30 or more hours per work) permanently established budgeted position at the time of qualification.
3. The aggregate service requirement shall not include temporary or part-time (less than 30 hours) employment; periods of break in service; or leave without pay in excess of one-half the workdays in a month, with the exception of military leave. The aggregate service requirement shall include the introductory period that precedes permanent status.
4. If the employment status changes to temporary or part-time (less than 30 hours) the employee is ineligible for continued longevity pay.
5. Longevity pay is not considered a part of annual base pay for classification and pay purposes, nor is it to be recorded in personnel records as a part of annual base salary.

6.10 Administration and Maintenance of Pay Plan

The County Manager shall be responsible for the administration and maintenance of the pay plan. The pay plan shall be administered in a fair and systematic manner. It is intended to provide equitable compensation for all positions when considered in relation to each other and based on relative duties and responsibilities, to general rates of pay for similar employment in the private and public sector in the area, to changes in the cost of living, and to financial conditions of the County. The County Manager shall periodically make comparative studies of all factors affecting the level of salary ranges and shall recommend to the Yancey County Board of Commissioners such changes in salary ranges as are warranted.

6.11 Payment at a Listed Rate

Employees covered by the salary plan shall be paid at a listed rate within the salary ranges established for their respective job classes except for employees in a trainee status or employees whose present salaries are above the established maximum rate following transition to a new pay plan. When an employee attains the maximum rate of a salary range for his or her present position, no further salary increase will be received unless the position is reclassified, the employee is promoted to another position with a higher salary range, or the salary for the present position is increased.

6.12 Hiring Rate/Starting Salary

Employees will be hired at the minimum amount of their assigned salary grade. Appointments above the minimum amount may be made by the County Manager when deemed necessary for the best interests of the County. Higher placement will be based on such factors as superior qualifications of the applicant or a shortage of qualified applicants available at the hiring rate. Appointment above the midpoint salary must be approved by the Board of Commissioners.

6.13 Trainee Salaries

An applicant hired who does not meet all the established requirements of the position shall be paid with the approval of the County Manager at a pay rate of one percent (1%) below the minimum salary. Employees subject to the State **Personnel Human Resources** Act will be designated "trainees" in accordance with rules and regulations established by the Office of State Personnel. Other County employees shall be designated "trainees" when recommended by the Department Head with the approval of the County Manager. An employee in a trainee status shall continue to receive a reduced salary until the appointing Department Head and the County Manager determine that the trainee is qualified to assume the full responsibilities of the position.

6.14 Failure to Perform Satisfactorily

An employee who fails to perform satisfactorily, whether during the introductory period or during advancement from Step 1 to Step 4 (the Standard Job Rate), will be denied the scheduled salary increase. Employees who have advanced to the Standard Job Rate (Step 4) will be required to perform at a satisfactory level.

6.15 Merit Increases Pay Increase for Job Certifications

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When funds are available and are allocated by the Yancey County Board of Commissioners for a defined number of merit increases, employees who have been employed with the County for at least one year may be considered for a merit increase. Merit increases, defined as advancements in the salary range above the Standard Job Rate (Step 4), are not automatic but may be awarded for the following reasons: (1) exceptional work achievements, (2) excellence in work performance, or (3) special contribution to productivity. Each qualifying employee will be evaluated to determine how well they are meeting their performance standards. All requests for merit increases will be fully documented by the Department Head and will be granted by the County Manager only to employees who have performed above the standard for their position.

Yancey County encourages additional education and/or training for certifications that enhance job skills. The training must have the prior approval of the Department Head and the County Manager and is not

for basic certifications that are a requirement of the job held. Successful completion of special certifications will result in an additional \$600 per year (\$50 per month) added to the employee's annual compensation.

6.16 Pay Rates in Promotion, Reclassification, Demotion, and Transfer

When an employee is promoted, demoted, transferred, or reclassified, the rate of pay for the new position shall be established as follows:

- A. When a promotion or reclassification occurs, if the employee's current salary is below the new minimum, it shall be increased to the minimum amount of the salary range to which he or she is promoted or reclassified. If an employee's current salary is already above the new minimum salary rate, his or her salary may be adjusted one (1) step upward or left unchanged at the discretion of the County Manager, provided that the adjusted salary does not exceed the maximum of the new assigned salary range.
- B. If an employee is demoted as a result of a reclassification, and the employee's current salary falls above the maximum range for the lower class, the employee's salary will remain unchanged until general schedule adjustments or range revisions contain that amount. If an employee is demoted for cause, the employee's salary will be reduced to any step in the lower salary range as long as the reduced salary does not fall below the minimum salary rate of the new range.
- C. When a transfer occurs from a position in one class to a position in another class assigned to the same pay range, the employee shall continue to receive the same salary.

6.17 Pay Rates in Salary Range Revisions

If the Yancey County Board of Commissioners approves a change in salary range for a class of positions, the salaries of employees whose positions are allocated to that class shall be affected as follows:

- A. When a class of positions is assigned to a higher pay range, employees in that class may receive a pay increase of one percent (1%) or an increase to the minimum step of the new range, whichever is higher.
- B. When a class of positions is assigned to a lower pay range, the salaries of employees in that class will remain unchanged. If this assignment to a lower pay range results in an employee being paid at a rate above the maximum amount established for the new class, the salary of the employee shall be maintained at that level until such time as the employee's pay range is increased above the employee's current salary.

6.18 On-Call and Call-Back Compensation

Yancey County provides continuous service twenty-four hours per day, seven days per week to its citizens. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. The County Yancey County provides compensation for employees who are required to be available for after hours on-call duty. The County Manager determines the departments and positions that are eligible for the on-call compensation.

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Compensation for time spent while on call and for time spent when actually called back to work shall be determined as follows:

1. On-call time consists of scheduled non-work hours during which an employee is required to be available to be called back to work on an emergency basis and must respond within a reasonable period of time, be free from the influence of alcohol or narcotics and be able to work.
—Call-back time consists of actual time spent when called back to work to handle an emergency situation.
2. On-call schedules must be approved by the Department Head.

3. Yancey County chooses to compensate employees at a rate less than regular pay for the inconvenience of being on-call where time is not substantially restricted. Those employees classified as Non-Supervisory and required to be on call will be paid at the rate of \$12.00 per day for each day on call. Employees classified as Supervisory and required to be on call will be paid at the rate of \$15.00 per day for each day on call.

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3.4. Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site or begins the work process and concludes when the emergency situation ends. These hours are added to the employee's compensatory time balance.

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6.19 Fair Labor Standards Act and Overtime Compensation (Rev 7/16, 2/18)

Code of Federal Regulations – Title 29 Part 553

A. General Provisions

All employees of Yancey County can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the County and as determined by the Supervisor. For the purposes of this section, "Supervisor" is defined as "Department Head" supervising County functions and "County Manager" supervising Department Heads.

Elected public officials and staff members in policy making positions under the supervision of the elected officials are excluded from provisions of the Act.

Exempt or Non-Exempt Employees

All positions in Yancey County are determined to be exempt or non-exempt from the provisions of the Fair Labor Standards Act. Such determination is based on the criteria set forth in the law which considers salary amount, responsibilities and job duties.

B. Non-Exempt Employees

Non-exempt employees in all departments are expected to work during all assigned periods and are not to perform work during any time that they are not scheduled to work unless they receive approval from the Supervisor, except in cases of emergency. All employees (not including law enforcement and ambulance service) occupying positions determined to be non-exempt are entitled to overtime compensation when the work week exceeds forty (40) hours. In determining eligibility for overtime in a work period only hours actually worked shall be considered; thus vacation, sick leave, or non-working holidays are not to be included in the computation of hours worked for FLSA purposes.

Public safety (law enforcement and ambulance service) employees determined to be non-exempt are entitled to overtime compensation when the work period (fourteen days or one bi-weekly pay period) exceeds eighty-six (86) hours.

Yancey County, in agreement with its employees upon employment and as a condition of employment as noted in Section 5, provides paid compensatory time off to most non-exempt employees who have earned such time. The rate is one and one-half (1½) hours earned for each hour worked above forty (40) in the work week for all departments except law enforcement and ambulance service, or above eighty-six (86) hours in the work period for law enforcement and ambulance service. Compensation for overtime for non-exempt law enforcement and ambulance service employees will be either paid time added in the next payroll period or compensatory time added to the employee's balance, the choice of which will be determined by the Supervisor.

Only hours worked in excess of 40 (or 86 as applicable) are compensated at the rate of 1 ½ times hours worked. However, time worked in excess of the standard work week of 37 ½ hours established by Yancey County in Section 6.1 is compensated at a straight time rate and is considered other compensatory time. Whenever practical, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees to avoid creating an overtime condition.

Accumulation of more than eighty hours of compensatory time is discouraged and must have the approval of the County Manager.

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Employees may not "volunteer" to perform the same type of services for which they are employed by Yancey County to perform. Conversely, employees may occasionally or sporadically work freely and solely at their own option in a different capacity from their regular employment with total hours worked not being combined for the computation of overtime compensation.

When two employees agree, solely at their option and with the approval of the Supervisor, to substitute for one another during scheduled work hours, the hours worked shall be excluded in the calculation of hours for which the substituting employee would otherwise be entitled to overtime compensation.

Use of the earned compensatory time by all employees will be only with the prior approval of the Supervisor and at a time that is convenient for the County.

Non-exempt employees may not accrue more than 240 hours of compensatory time, and non-exempt public safety and seasonal employees may not accrue more than 480 hours of compensatory time.

Upon termination of employment an employee shall be paid for unused compensatory time at the

average regular rate received during the last three years of employment or the final regular rate, whichever is higher.

C. Exempt Employees

Employees occupying positions determined to be exempt (not covered by the law) will not receive compensation for hours worked in excess of their normal work week. These employees may be granted compensatory leave by their supervisor when the convenience of the department allows and in accordance with procedures established by the County Manager. Such compensatory time is not guaranteed to be taken and ends without compensation upon separation from the County.

D. Yancey County Sheriff's Office

In addition to the preceding sections of this policy, the following sections are applicable to the employees in the Yancey County Sheriff's Office:

Civilian Employees

Civilian employees include all office support personnel and others who do not qualify as "law enforcement" under FLSA Section 7(k). These employees have a seven-day work period and receive time-and-one-half compensatory time off for overtime hours after 40 hours of work in each work week. Compensatory time at the straight time rate is earned when accumulated hours exceed the normal work schedule but are less than 40 hours of work in each work week. With permission of the supervisor, time worked beyond the scheduled hours on a workday can be used to reduce working hours on another scheduled day within the same work week or can be used to reduce the leave time requested for time off in that work week.

The work period for civilian employees is consistent with that of regular County employees as given in Section 6.2.

Justice Officers

For the purpose of this policy, justice officers are sworn law enforcement and detention officers. The work period for justice officers is a 14-day work period with the FLSA Section 7(k) 86-hour overtime threshold. The period begins at 6:01 a.m. Saturday and ends at 6:00 a.m. Saturday two weeks later.

The work schedule for all justice officers is 84 hours per work period and includes deputies assigned to road patrol, detention officers, bailiffs, court house security, administrative deputies and detectives.

Supervisors will work with employees to maintain coverage and evaluate hours worked past schedules. Non-exempt officers will document the reason for any hours worked over 84. Comments shall include date and reason for time worked past regular schedule. All hours worked between 84 and 86 will be compensated at straight time. Hours worked over 86 will be compensated with FLSA compensatory time accumulated at time-and-a-half for each overtime hour worked, or with overtime pay at one-and-a-half times the regular hourly rate. Timesheets will be reviewed and reconciled at the end of each 14-day work period. Timesheets will be completed by each employee of the Sheriff's Office in the manner and schedule required by the Yancey County Finance Office, and then submitted to the immediate supervisor or designee. Supervisors should review the timesheet for accuracy

When determining overtime, days off including sick leave, holiday, annual leave and compensatory time

off are not counted as hours of work. When leave is used, justice officers will account for 84 hours on the timesheet for the 14-day work period including sick leave, holiday, annual leave and FLSA compensatory time

General Compensation Guidelines

The following guidelines are provided as general compensation guidelines for all justice officers:

Shift Change Coverage: Time on duty at shift change during briefing and debriefing and shift overlap is compensable hours of work and must be reported accurately. Such time must be kept to the absolute minimum to maintain coverage. Time socializing with other officers at shift change is not compensable hours of work and reporting such time as hours of work is a violation of policy.

Court Time: When an officer is required to attend court for a work-related case, this time is compensable and shall be reported as hours worked.

In-Service Training: When an officer attends in-service training that is required or directly related to their current position, the time shall be reported as hours worked. This includes firing range practice and qualification when officers are required to qualify with their weapons.

Special Assignments

Any officer working an event such as 4th of July celebration, Christmas or other parades, events, marches, demonstrations, riots, labor disturbances, manhunts, fires and other incidents that are of an emergency nature will count the time as hours worked. All hours worked between 84 and 86 will be compensated at straight time or at the employee's regular hourly rate. Hours worked over 86 will be compensated with FLSA compensatory time accumulated at time-and-a-half for each overtime hour worked or at one-and-a-half times the employee's regular hourly rate.

General Procedures

The following procedures will be followed to ensure consistency in complying with FLSA:

- All timesheets will be presented by the end of each 14-day work period.
- All hours worked must be recorded on the timesheet.
- Supervisors are required to monitor time and can relieve employees from duty and/or alter their work schedule in efforts toward reducing straight time and FLSA overtime.
- Employees are responsible for ensuring that each timesheet is a true and accurate record. Supervisors are also responsible for ensuring the accuracy of their employees' timesheets.
- Employees and supervisors shall not maintain any separate time records.
- All other rules of payment as established by the Yancey County Finance Office will apply.
- Supervisors will review timesheets and make necessary corrections to assure compliance with this policy.

- Accrued compensatory time should not exceed 84 hours at the end of the calendar year. Exceptions to this must be approved in writing by the Chief Deputy.

Payment of Overtime Compensation

Subject to financial considerations and budgetary issues, payment of overtime money through the payroll process may be used to compensate employees under certain circumstances. Employees earning time worked beyond their normal shifts are subject to compensation based on FLSA. If an employee earns time compensable under the FLSA and accurately documents their time on the approved ~~time sheet~~timesheet for the Sheriff's Office, they may request to be paid for their overtime in lieu of compensatory time

SECTION 7 - SEPARATION AND REINSTATEMENT

Types of Separation

Separation of employees from Yancey County employment shall be designated as one of the following: resignation, retirement, disability, reduction in force, dismissal, or death.

7.1 Resignation

A minimum of two (2) weeks' written notice is expected of all employees who resign. Such notice shall be given to the Department Head (or in the case of Department Heads, to the County Manager.) Within those two weeks a resigning employee is expected to work at least fifty (50) percent of his scheduled workdays, one of which must be the final day. ~~(not in MAPS)~~ Employees who fail to meet **this these** requirements are not eligible to receive payment for accumulated vacation leave, **unless the notification and/or workday requirements are waived upon recommendation of the Department Head and approval by the County Manager.** Payment for accumulated vacation leave will be in accordance with Section 4.

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Three (3) consecutive days of absence without contacting the Supervisor or Department Head is considered to be a voluntary resignation.

7.2 Retirement ~~(MAPS calls this "Voluntary Retirement")~~

Employees who have completed the required number of years' service to Yancey County and who have been contributing members of the Local Government Employees' Retirement System are qualified to retire with benefits from LGERS, as described in Section 3. Employees who need additional information and assistance with retirement applications should contact the Finance Officer.

7.3 Disability

An employee may be separated for disability when the employee cannot perform the required duties because of a physical or mental impairment. Before an employee is separated for disability, a reasonable effort shall be made to locate alternative positions within the County's service for which the employee may be suited. (See Americans with Disabilities Act, Section 1.)

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Action for disability separation may be initiated by the employee or the County, but in all cases, consideration for disability separation shall be supported by medical evidence as certified by an attending physician. **Employees who meet the requirements of the North Carolina Local Government Employees Retirement System may qualify for a disability retirement.** The County may require a physical and/or mental examination at its expense and by a physician of its choice.

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7.4 Reduction in Force

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, current performance appraisals, organizational needs, and seniority, in determining the employees to be retained. Employees who are temporarily or permanently terminated because of a reduction in force shall be given at least two (2) weeks' notice. No permanent employee shall be separated while there are temporary **or probationary** employees serving in the same class in the department unless the permanent employee is not willing to transfer to the position held by the temporary **or probationary** employee. **An employee in good standing who is separated due to a**

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reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

7.5 Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

7.6 Discipline and Dismissal

- A. An employee may be suspended, demoted, or dismissed by the employee's Department Head, with approval of the County Manager, for just cause - either unsatisfactory **work performance** or personal conduct.

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the Department Head or County Manager. Examples of unsatisfactory job performance include, but are not limited to, the following:

- a. Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- b. Careless, negligent, or improper use of County property or equipment;
- c. Physical or mental incapacity to perform duties after reasonable accommodation;
- d. Discourteous treatment of the public or other employees;
- e. Absence without approved leave;
- f. Improper use of leave privileges;
- g. Pattern of failure to report for duty at the assigned time and place;
- h. Failure to complete work within time frames established in work plan or work standards;
- i. Failure to meet work standards over a period of time;
- j. Failure to follow the chain of command to address work-related issues; or
- k. Failure to maintain certifications required by the job.

- B. When an employee's **whose work** job performance is unsatisfactory, ~~over a period of time~~ or when incidents or inappropriate actions warrant, the employee shall be reprimanded by being given written notice by the Department Head as to how the employee's work is deficient and what must be done for the work to be satisfactory.

- C. An employee who is suspended, demoted, or dismissed for unsatisfactory performance of duties shall receive at least three ~~two~~ warnings, (at least one (1) warning shall ~~may~~ be oral, and at least one (1) warning shall be written) before disciplinary action is taken. The Supervisor and the Department Head will record the dates of their discussions with the employee, the performance deficiencies discussed, and the corrective actions recommended, and file the information in the employee's personnel file. The County Manager will be notified of any disciplinary action taken.

- D. An employee may be reprimanded, suspended, demoted, or dismissed for reasons of **misconduct** detrimental personal conduct without prior warning or disciplinary action having

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been given to the employee.

Detrimental Personal Conduct includes behavior of such a serious detrimental nature that the functioning of the County may be or has been impaired, the safety of persons or property may be or has been threatened, or the laws of the government may be or have been violated.

Examples of detrimental personal conduct include, but are not limited to, the following:

- a. Fraud or theft;
- b. Conviction of a felony or the entry of a plea of nolo contendere thereto;
- c. Falsification of records for personal profit, to grant special privileges, or to obtain ~~employment~~ employment;
- d. Willful misuse or gross negligence in the handling of County funds or personal use of equipment or supplies;
- e. Willful or wanton damage or destruction to property;
- f. Willful or wanton acts that endanger the lives and property of others;
- g. Possession of unauthorized firearms or other lethal weapons on the job;
- h. Brutality in the performance of duties;
- i. Reporting to work under the influence of alcohol or drugs or partaking of such while on duty; Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- j. Engaging in incompatible employment or serving a conflicting interest;
- k. Request of acceptance of gifts in exchange for favors or influence;
- l. Engaging in political activity prohibited by this Policy;
- m. Harassment of an employee or the public on the basis of sex or any other protected class;
- n. Harassment of an employee or the public with threatening or obscene language and/or gestures, or any incidence of workplace violence; or
- o. Refusal to perform assigned duties or flagrant violation or work rules and regulations, or serious malfeasance of work.

- E. An employee may be suspended without notice by the Department Head for causes related to **detrimental** personal conduct in order **to avoid undue disruption of work**, to protect the safety of persons or property, or for other serious reasons. When a Department Head suspends an employee without notice, the employee shall be required to leave Yancey County property at once and remain away until further notice. The Department Head shall notify the County Manager immediately. A written summary giving the circumstances and the facts leading to the immediate suspension shall be prepared. One (1) copy shall be delivered to the employee, and one (1) copy shall be filed with the County Manager.
- F. When any action is taken, whether for **misconduct** **detrimental personal conduct** or

unacceptable job performance, the Department Head shall provide the employee with a written notice which will include the nature of the proposed action, its recommended effective date, the reason(s) for the action, and the employee's appeal rights. In addition, before an employee is dismissed, the employee shall be given a pre-termination conference with the Department Head, County Manager or Hiring Authority at which the employee may present reasons why the dismissal should not take place. The employee will be notified in writing of the final decision within three working days following the conference.

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7.7 Investigatory Suspension

Investigatory suspension, with or without pay, shall be termed administrative leave and may be used to provide time to investigate, establish facts, and reach a decision concerning an employee's status. The County may elect to use an administrative leave to avoid undue disruption of work or to protect the safety of persons or property. Administrative leave without pay shall not exceed forty-five (45) calendar days. By the end of 45 calendar days, the following must occur: (1) appropriate disciplinary action based on the results of the investigation, (2) reinstatement of the employee with up to three (3) days' pay deducted from back pay, or (3) reinstatement of the employee with full back pay.

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7.8 Employee Appeal

An employee wishing to appeal a reprimand, demotion, suspension, or dismissal may present the matter using the grievance procedure prescribed in Section 8 of this policy.

7.9 Reinstatement

- A. An employee who resigns while in good standing or who is separated because of a reduction in force may be reinstated within three (3) years ~~one year~~ of the date of separation, with the approval of the Department Head, the County Manager, and in the case of competitive service employees, in accordance with *Personnel Policies for Local Government Employees Subject to the State Personnel Human Resources Act*.
- B. An employee who is reinstated within three (3) years ~~one year~~ shall be credited with previous service and previously accrued ~~leave time~~ sick leave.
- C. An employee who enters active duty with the Armed Forces of the United States, or with a reserve component of the Armed Forces, will be granted reinstatement rights provided under

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Federal law. (See Military Leave, Section 4.)

SECTION 8 – INTERNAL COMPLAINT AND GRIEVANCE PROCEDURES

8.1 Internal Complaint Procedures

To foster sound employee-employer relations through communication and reconciliation of work-related problems, Yancey County provides employees with an established procedure for expressing employment-related concerns.

In situations where employees feel a complaint is in order, the following steps should be taken:

1. If an employee believes that he/she has a legitimate work-related complaint, the employee is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate Supervisor.
2. If the situation is not resolved within five working days from the time the complaint is discussed with the employee's immediate Supervisor, barring extenuating circumstances, it should be brought to the attention of the Department Head or County Manager by written documentation. The County will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent feasible. If no resolution can be reached, the employee may utilize the Grievance Procedure.

8.2 Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- ~~1. Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;~~
- ~~2. Encouraging employees to express themselves about the conditions of work which affects them as employees;~~
- ~~3. Promoting better understanding of policies, practices and procedures which affect employees;~~
- ~~4. Increasing employees' confidence that personnel actions taken are in accordance with established, fair and uniform policies and procedures;~~
- ~~5. Increasing the sense of responsibility exercised by supervisors in dealing with their employees; employees;~~
- ~~6. Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore encouraging conflicts to be resolved at the lowest level possible in the chain of command; and~~
- ~~7. Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the County or its leaders, thus freeing up employee motivation, productivity and creativity.~~

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8.3 Grievance Procedure

A grievance is defined as any matter of concern or dissatisfaction in the form of a claim or complaint arising from the working conditions of individuals employed by Yancey County. Every employee shall have the right to present a grievance in accordance with these procedures without interference, coercion, restraint, discrimination, penalty, harassment or reprisal. Supervisors or other employees who do so shall be subject to disciplinary action up to and including dismissal from County service.

Employees will be allowed unpaid time off from their regular duties as may be necessary and reasonable, as determined by the Department Head or the County Manager, to prepare and present a grievance.

Prior to the submission of a formal grievance, the employee and Supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the Supervisor may involve the County Manager as a resource to help resolve the grievance. Mediation may be used at any step in the process and is encouraged. Mediation is the neutral facilitation of the conflict between or among parties where the facilitator helps the parties find a mutually agreeable outcome.

The following procedure is to be used when mediation is ineffective:

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the Supervisor in writing. The grievance must be presented within fifteen (15) calendar days of the event or within fifteen (15) calendar days of learning of the event or condition. The Supervisor shall respond to the grievance within five (5) ~~(40)~~ calendar days after receipt of the grievance. ~~The Supervisor should consult with any employee of the County in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance.~~

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The response from each supervisory level for each step in the formal grievance process shall be in writing and signed and dated by the Supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the ~~County Manager or~~ Appointing Authority.

Step 2. If the grievance is not resolved by the Supervisor to the satisfaction of the employee by the Supervisor, the employee may appeal, in writing, to the Department Head within five (5) ~~(MAPS has 10)~~ calendar days after receipt of the response from Step 1. The Department Head shall respond to the appeal, stating the determination of decision within five (5) ~~(MAPS has 10)~~ calendar days after receipt of the appeal. ~~Any Appeal by an employee of the decision of a Department Head shall be made to the County Manager in writing within five (5) days of the employee's receipt of the Department Head's decision. The County Manager shall schedule a hearing to occur within twenty (20) days of receipt of the Appeal and provide the employee at least ten (10) days' prior notice of the hearing. At the hearing:~~

- ~~1. The Department Head shall not rely on charges or reasons that are not contained in the notice, and the employee must be given an opportunity to respond to the charges.~~
- ~~2. The Department Head must produce evidence to justify the charges and substantial evidence to~~

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~~justify his or her decision.~~

~~3. The employee shall be permitted to be represented by counsel at his or her own expense.~~

~~4. The employee shall have the right to examine all evidence against him or her and to cross-examine witnesses.~~

~~The County Manager shall, within ten (10) days of the hearing, provide to the employee a written statement of the Manager's decision following the hearing and a statement of the evidence upon which the Manager relied in making the decision.~~

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Step 3. ~~—(For general County employees only — those subject to the State Human Resource Act shall follow those provisions. —)If the grievance is not resolved by the Department Head to the satisfaction of the employee by the Department Head, the employee may appeal, in writing, to the County Manager or Appointing Authority within five (5) calendar days after receipt of the response from Step 2. The Appointing Authority shall respond to the appeal, may meet with the employee to discuss the grievance fully, and will make a decision with ten (10) calendar days. The County Manager's or Appointing Authority's decision is final. However, the County Manager should inform the County Board of Commissioners of any possible legal actions. Any appeal of this decision must be made through the North Carolina Court System. In matters related to Discipline and Dismissal of General County employees as set forth in Section 7,~~

Department Heads

In the case of Department Heads or other employees where the County Manager or Hiring Authority has been significantly involved in determining disciplinary action, including dismissal, the County may wish to obtain a neutral outside party to either:

1. Provide mediation between the Department Head and the County Manager or Appointing Authority;
2. Consider the appeal and make recommendations back to the County Manager or Appointing Authority concerning the appeal.

Such parties might consist of human resource professionals, attorneys trained in mediation, mediators, or other parties appropriate to the situation. The County Manager's or Appointing Authority's decision regarding the disposition of the grievance shall be final. The County Manager will notify the Board of Commissioners of any impending legal action.

Grievance Procedure for Discrimination

When an employee, former employee or applicant believes that any employment action discriminates based on any protected class, he or she has the right to appeal using the grievance procedure outlined in this policy or by appealing directly to the County Manager. Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. Such alleged act of discrimination should be appealed within thirty calendar days of the alleged discriminatory action, but may be appealed for up to six months following the action.

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For State **Personnel Human Resources** Act employees who have met the General Statutes' requirement for career status, defined as service in a position subject to the State **Personnel Human Resources** Act for the immediate 24 preceding months. If the grievance is not resolved to the satisfaction of the employee by the Department Head, the employee may appeal the decision to the North Carolina Office of Administrative Hearings (OAH) within thirty (30) calendar days of the receipt of the Department Head's decision. The findings of the OAH will be forwarded to the State **Personnel Human Resources** Commission. The decision of the State **Personnel Human Resources** Commission shall be advisory only and the Department Head shall have the final decision. Discrimination cases may be appealed directly to the OAH.

8.4 Grievance Records

All documentation, records, and reports regarding an official grievance will be retained for a minimum of three (3) years and shall be held by the County Manager. These records will be subject to review by the employee, the employee's Department Head, the County Manager or other Appointing Authority, and the Yancey County Commissioners.

8.5 Other Remedies Preserved

The existence of the grievance procedure does not preclude any individual from pursuing any other remedies available under law.

SECTION 9 – PERSONNEL RECORDS

9.1 Personnel Records Maintenance

Such personnel records as are necessary for the proper administration of the personnel system will be maintained by the County Manager. Yancey County shall maintain in personnel records only information that is necessary and relevant to accomplishing legitimate personnel administration needs as well as documents required by State or Federal regulations. **These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.** Confidentiality of personnel records will be maintained as required by Article 5 of G.S. 153A and Article 7 of G.S. 126.

9.2 Request for Personnel Information

All requests for disclosure of personnel information regarding employees under the Appointing Authority of the County Manager will be made to the County through the Office of the County Manager. All requests for disclosure of personnel information regarding employees under the other Appointing Authorities should be directed to those other Appointing Authorities.

Public Information

In compliance with GS 153A-98 the following information with respect to each County employee is a matter of public record:

1. Name;
2. Age;
3. Date of original employment or appointment to the service;
4. The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the County has the written contract or a record of the oral contract in its possession;
5. Current position title, current salary (pay, benefits, incentives, bonuses, and all other forms of compensation paid by the County,) date and amount of each increase or decrease in salary with the County;
6. Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the County;
7. Date and general description of the reasons for each promotion with the County;
8. Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the County. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the County setting forth the specific acts or omissions that are the basis of the dismissal; and
9. The office department to which the employee is currently assigned.

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Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the County may adopt. An individual examining a personnel record may copy the information. The cost of photocopying may be assessed to the individual who requests the copies.

A record will be maintained of all disclosures of personnel records, except for authorized personnel processing personnel actions, or supervisors in the line of authority of the employee. Upon request, the records of disclosure will be made available to the employee to whom it pertains.

9.3 Access to Confidential Records

All information contained in a County employee's personnel file, other than the information given above, is confidential and shall be open to inspection only in the following instances:

1. The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient;
2. A licensed physician designated in writing by the employee may examine the employee's

medical record;

3. A County employee having supervisory authority over the employee may examine all material in the employee's personnel file;
4. By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file;
5. An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the County Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee (except name, address and telephone number) or for the purpose of assisting in an investigation of the employee's tax liability.
6. An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
7. The County Manager, with the concurrence of the County Board, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a County employee along with the reasons for that action. Before releasing that information, the County Manager shall determine that the release is essential to maintaining the level and quality of County Services. The written determination shall be retained in the County Manager's Office, is a record for public inspection, and shall become a part of the employee's personnel file. ~~-(Compare and contrast this statement to Public Information section above.)~~

9.4 Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

9.5 Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. In accordance with established grievance procedures, the employee may seek to have a record of upheld grievances relating to personnel records placed in the file and/or may seek removal of material in the file contingent upon approval of the North Carolina Department of Cultural Resources.

9.6 Examination or Copying Without Authorization

Section 153A-98 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor. Likewise, the same statute provides that any person not specifically authorized to have access to a personnel file designated as confidential who shall knowingly and willfully examine the file,

remove or copy any portion of the file shall be guilty of a misdemeanor. Upon conviction, either shall be fined consistent with the General Statutes.

9.7 Destruction of Records

No public official may destroy, sell, loan or otherwise dispose of any public record, except in accordance with GS 121.5(b), without consent of the Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Chapter 132.3 of the General Statutes.