

## MINUTES

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, JANUARY 5, 2015**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Tommy Thompson, Vice-Chairman Charlie Messer, Commissioner Grady Hawkins, Commissioner Mike Edney, Commissioner William Lapsley, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Senior Planner Autumn Radcliff, Engineer Marcus Jones, Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Interim Library Director Trina Rushing, Assessor/Tax Collector Stan Duncan, Finance Director Carey McLelland, Planner Matt Cable, Sheriff Charlie McDonald, PIO Kathryn Finotti & Environmental Programs Coordinator Rachel Hodge - videotaping, and Corporal Jeff Banks as security.

### CALL TO ORDER/WELCOME

Chairman Thompson called the meeting to order and welcomed all in attendance.

### INVOCATION

County Manager Steve Wyatt provided the invocation.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Jackie Hernandez of the Science 4-H Club.

### RESOLUTION OF MEMORIAM – FIELDING LUCAS

Commissioner Hawkins stated the Board of Commissioners has been requested to adopt a Resolution in Memoriam for Fielding Lucas, who passed away on December 27, 2014. Mr. Lucas retired from a career as a naval officer to Henderson County in 1993, and immediately became active in the community. He was a regular fixture at Commissioner Meetings. He served two terms on the Blue Ridge Community College Board of Trustees, one term on the Pardee Hospital Board of Directors, and two terms on the Environmental Advisory Committee. He will be remembered for his legacy of service and contributions to his community.

*Commissioner Hawkins made the motion that the Board adopt the Resolution of Memoriam for Fielding Lucas. All voted in favor and the motion carried.*

### INFORMAL PUBLIC COMMENTS

1. Chaffe McIlHenny – Mr. McIlHenny spoke in support of the Ecusta Trail. He encouraged the Board to support and approve the trail. He feels it is a great, safe recreational facility.
2. John Dockendorf – Mr. Dockendorf spoke in regard to education funding. He thanked the Board for the turf field at the Activity Center and noted it was widely used. He would be willing to pay more taxes if the additional tax went to the schools. He asked the Board to look at a bigger increase to the schools.

### DISCUSSION/ADJUSTMENT OF CONSENT AGENDA

Commissioner Thompson requested a brief discussion on Consent Agenda Item J – East Flat Rock Community Plan Advisory Committee Charter.

DATE APPROVED: February 2, 2015

*Commissioner Hawkins made the motion to adopt the Consent Agenda as presented after a brief discussion of the East Flat Rock Community Plan Advisory Committee Charter. All voted in favor and the motion carried.*

CONSENT AGENDA consisted of the following:

**East Flat Rock Community Plan Advisory Committee Charter**

The Henderson County 2020 Comprehensive Plan (CCP) recommended the creation of several community plans, four of which are complete (Dana, Etowah-Horse Shoe, Edneyville, and Green River-Tuxedo-Zirconia (GRTZ)). The Board selected the East Flat Rock Plan as the next community planning effort to begin in FY15.

Planning Staff is prepared to begin the fifth community planning effort focused in the East Flat Rock Community. The first required steps are the approval of a committee charter and the appointment of members to that committee. The provided outline and draft charter explain the process and responsibilities required to accomplish this task.

As with previous community plans, staff recommends the Board limit the committee size to 9 voting members with one ex-officio, non-voting member from the Planning Board and one potential non-voting member from the City of Hendersonville and Village of Flat Rock (due to proximity to the planning area).

Commissioner Thompson was concerned about the boundary being set prior to the committee being formed.

Autumn Radcliff explained that boundaries were set by existing municipalities and area plans, and could not be adjusted.

Commissioner Thompson questioned if the 9 voting members would choose the chairperson.

Mrs. Radcliff responded that the charter did allow the 9 voting member to elect the chairperson.

**Motion:**

*I move that the Board approves the Charter for the East Flat Rock Community Plan Advisory Committee.*

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):

December 1, 2014 – regularly scheduled meeting

December 5, 2014 – special called meeting

**Tax Collector’s Report**

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated December 19, 2014 for information only. No action was required.

**Pending Releases & Refunds**

Pending Releases and Refunds previously reviewed by the County Assessor, were provided to the Board for review and approval. It is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor’s Office.

Total Taxes Released from the Charge	\$41,741.39
Total Refunds as a Result of the Releases	\$ 3,825.33

Motion:

*I move the Board approves the Combined Release/Refund report as presented.*

#### **Financial Report/Cash Balance Report – November 2014**

The November 2014 County Financial Report/Cash Balance Report was provided for the Board's review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of November:

- Non-Profit Contributions – 2<sup>nd</sup> quarter approved non-profit contribution payments
- Fire Services – payment of volunteer fire department's annual worker's compensation premium
- EMS – purchase order/encumbrance of a new ambulance approved in the FY2015 budget
- Rescue Squad – 2<sup>nd</sup> quarter approved non-profit contribution payment
- Agri-Business – operational costs to be covered/reimbursed from Agri-business membership fees
- Mental Health – 2<sup>nd</sup> quarter Maintenance of Effort (MOE) payment to the Smoky Mountain Center

The YTD deficit in the CDBG – Scattered Site Housing Project Fund and the CDBG - Dodd Meadows Project Fund is due to the timing difference between the payment of project expenditures and subsequent reimbursement of grant funds from the state.

The YTD deficit in the Immigration and Customs Enforcement (ICE) Fund is due to the timing delay/lag in receiving monthly payments. Federal ICE revenues for November will not be received and posted until January 2015.

The YTD deficit in the 911 Emergency Communications Relocation Project and the Westfeldt Park Project is due to the payment of project expenditures and the subsequent reimbursement of grant funds from the NC 911 Board and the NCDENR – Recreational Trails Grant Program respectively.

The YTD deficit in the Allied Health Education Facility Project budget is due to the payment of architectural fees on the project that will be reimbursed from the proceeds of a future financing for the project in FY2015.

Motion:

*I move that the Board of Commissioners approves the November 2014 County Financial Report and Cash Balance Report as presented.*

#### **Henderson County Public Schools Financial Reports – November 2014**

The Henderson County Public Schools November 2014 Financial Reports were provided for the Board's information.

Motion:

*I move that the Board of Commissioners approves the Henderson County Public Schools November 2014 Financial Reports as presented.*

#### **Budget Amendment – Capital Reserve Fund**

At the Board's May 22, 2014 meeting, the Public Schools presented a component of their budget request which represented the local match for potential state salary and benefit changes. The total amount presented was \$561,706. The School Board noted that any amount included in the County's appropriation that was not required in the final budget would be returned. At that time, the Board voted to fund the request, but to only fund the potential salary increases if approved by the state.

On November 19, 2014, the County was informed that HCPS had received their final numbers, and required only \$395,523 of the \$561,706 budgeted. Staff recommends the Board approve a budget amendment, moving the difference of \$166,183 into the Capital Reserve Fund, to be utilized for future projects.

Motion:

*I move the Board of Commissioners approves the budget amendment to transfer \$166,183 into the Capital Reserve Fund.*

#### **Provider Agreement with the Community CarePartner's PACE Program**

Due to changes initiated by the Affordable Care Act, EMS will need to participate in a Provider Agreement with the Community CarePartner's Program of All-Inclusive Care for the Elderly (PACE) program in order to receive payment for transportation services. Pursuant to this agreement, Henderson County agrees to bill the PACE program instead of Medicare or NC Medicaid within 180 days of services rendered and the PACE program agrees to pay EMS according to the Henderson County Fee Schedule.

Motion:

*I move the Board approves the PACE program provider agreement and authorize the County Manager to endorse same.*

#### **Budget amendment – Year End Bonus**

On December 5, 2014, the Board voted to award all benefit-eligible employees a year-end bonus. The awarded amount was \$1,000 for full time benefit-eligible employees, and pro-rated for part-time. A budget amendment was provided with fund balance appropriations necessary for each department.

Motion:

*I move the Board approves the budget amendments, appropriating fund balance.*

#### **Use of Courtroom**

A request was submitted by the District Attorney for use of the Commissioners' Meeting Room on January 9, 2015 from 12:00 p.m. to 3:00 p.m.

Motion:

*I move the Board allows the District Attorney to use the Commissioners Meeting Room on January 9, 2015 from 12:00 p.m. to 3:00 p.m.*

#### **Petition for addition to State Road system**

Staff received a petition to add streets in the Deer Meadow subdivision (Beck Creek Circle, Tryon View Drive) to the state road system. It has been the practice of this Board to accept road petitions and forward them to NC Department of Transportation for their review. It has also been the practice of the Board not to ask NCDOT to change the priority for roads on the paving priority list.

Staff reviewed the petition and it appears that all affected property owners or developers have signed the required petition.

Motion:

*I move that the Board approves the petition and direct staff to forward it to NCDOT.*

#### **Request for approval of Western Carolina Community Action 2015-2016 CDBG Grant Application for Funding**

Barbara Greene, Community Services Program Director is requesting approval of the Western Carolina Community Action Community Services Block Grant Program application.

This is the final year of the 3 year grant cycle. They are not requesting any money from the county but are required by law to send the grant to the County Commissioners for a 30 day review and comment period.

The grant was unsigned and was presented to the WCCA Board of Directors prior to the meeting of the Board of Commissioners for their approval.

Motion:

*I move that the Board approves the request for application by the Western Carolina Community Action of the 2015-2016 CDBG Grant, authorize the clerk to insert the date of January 5, 2015 on the appropriate page, and further authorize the clerk to execute such document.*

**Henderson County Transit Contract Extension**

The Board of Commissioners previously authorized staff to enter into a contract for public transit services with Western Carolina Community Action (WCCA) on May 17, 2011. The contract established hourly service rates and payment caps for the provision of public transit services. The original term of the contract was three years and included options for two separate one-year extensions. The original contract ended June 30, 2014. The Board of Commissioners authorized a one-year extension of the contract on February 3, 2014. The one-year extension will end June 30, 2015.

Henderson County staff contacted Mr. David White, WCCA’s Executive Director, regarding potential contract extension. On December 16, 2014, Mr. White communicated WCCA’s willingness to extend the contract under the existing rates and contract caps.

The negotiated contract rate for FY 2016 represents an overall cost increase of 4.69% (\$29,607 increase) from FY 2015 to FY 2106 (see Table 1 below for cost specifications). Based on existing service demand for transit and paratransit services and cost protections afforded the County through negotiated contract caps, staff recommends approval of the contract extension. Henderson County legal staff has reviewed the proposed transit contract extension.

<b>Table 1. Contract Rates as Identified by Existing Contract Best and Final Offer</b>		
<b>Year</b>	<b>FY 2015 (Current)</b>	<b>FY 2016 (Extension 1)</b>
Transit Services Cap	\$542,865	\$568,052
Paratransit Services Cap	\$88,440	\$92,860
Total Maximum Cost for Services	\$631,305	\$660,912
Rates Per Hour	\$59.60 (Transit)	\$61.88 (Transit)
	\$44.22 (Paratransit)	\$46.43 (Paratransit)

Motion:

*I move the Board authorizes the County Manager to execute the proposed transit contract extension for public transit services, which will extend the contract through June 30, 2016.*

**Resolution in Support of 911 Board Funding Ortho-imagery**

Currently, the NC 911 Board funds the costs for flying Ortho-imagery for all on-hundred counties on a 4 year cycle (approximately ¼ of the State each year), at a tremendous cost savings to the counties. The Resolution provided is in appreciation of the current funding model and advocates for the continuation of the funding in the future.

Motion:

*I move approval of the Resolution as presented.*

**Notification of Vacancies**

Chairman Thompson noted the following vacancy and opened the floor to nominations.

1. Henderson County Transportation Advisory Committee – 1 vac.
2. Juvenile Crime Prevention Council – 1 vac.
3. Nursing/Adult Care Home Community Advisory Committee – 1 vac.

**Nominations**

1. Animal Services Advisory Committee – 1 vac.

Commissioner Messer nominated Beverly Hargus for position #2. *Chairman Thompson made the motion to accept the appointment of Beverly Hargus to position #2 by acclamation. All voted in favor and the motion carried.*

2. Child Protection and Fatality Prevention Team – 1 vac.

Commissioner Messer nominated Tonya Reeves for position #1. *Chairman Thompson made the motion to accept the appointment of Tonya Reeves to position #1 by acclamation. All voted in favor and the motion carried.*

3. EMS Peer Review Committee – 2 vac.

There were no nominations at this time and this item was rolled to the next meeting.

4. Henderson County Historic Courthouse Corporation dba/Heritage Museum – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

5. Hospital Corporation Board of Directors/UNCH – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

6. Juvenile Crime Prevention Council – 4 vac.

There were no nominations at this time and this item was rolled to the next meeting.

7. Mountain Area Workforce Development Board – 3 vac.

There were no nominations at this time and this item was rolled to the next meeting.

8. Mountain Valleys Resource Conservation and Development Program – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

9. Nursing/Adult Care Home Community Advisory Committee – 4 vac.

There were no nominations at this time and this item was rolled to the next meeting.

10. Senior Volunteer Services Advisory Council – 3 vac.

There were no nominations at this time and this item was rolled to the next meeting.

**DISCUSSION/ADJUSTMENT OF AGENDA**

*Commissioner Lapsley made the motion to adopt the Agenda as presented. All voted in favor and the motion carried.*

**TD BANK – REQUEST TO RENAME COMMUNITY ROOM**

Chairman Thompson stated in September 2007, the Board had discussion about Historic Courthouse Fundraising. There had been an agreement between Carolina First and the historic courthouse group which approved a major contribution by Carolina First, and stated that the community room would be referred to as the Carolina First Room. As noted in the September 4, 2007 minutes, the Board expressed that the

commitment was with Carolina First Bank, and that if the bank changed its name we would have to renegotiate the naming of the room at that time.

In June of 2011, TD Bank purchased Carolina First Bank. In the letter from TD Bank, they are requesting the room be rebranded as the TD Bank Community Room. TD Bank has offered to pay any costs associated with changing the sign.

Attorney Russ Burrell was not aware of any written agreement other than the minutes of September 4, 2007.

Mr. Chip Morris of TD Bank was in support of a new policy with guidelines for naming of county building, rooms, etc. and consideration at a future meeting.

*Commissioner Thompson made the motion to table the matter for a couple of months. All voted in favor and the motion carried.*

The Board directed County Attorney Russ Burrell to draft guidelines for a policy concerning naming of rooms, ball fields, (county property) and bring it back to the Board at a future meeting.

#### **RESOLUTION – EDNEYVILLE FIRE AND RESCUE EMERGENCY TRAFFIC SIGNAL**

County Manager Steve Wyatt stated the Board is requested to adopt a Resolution in support of the installation of an emergency traffic warning signal for Edneyville Fire and Rescue, located on Firehouse Road and Chimney Rock Road. This is a request from Senator Tom Apodaca's Office in order for Emergency Responders to assist in a more timely fashion.

Assistant County Manager Amy Brantley has spoken with the Edneyville Fire and Rescue and they were unaware of the request. Fire Chief Robert Griffin voiced no opinion.

*Commissioner Lapsley made the motion that the Board adopts the Resolution as presented. All voted in favor and the motion carried.*

#### **COUNTY MANAGERS REPORT**

County Manager Steve Wyatt asked Interim Library Director Trina Rushing to come to the podium. Assistant County Manager Amy Brantley stated that Mrs. Rushing accepted the Interim Library Director position in September and has done a fantastic job. She has been offered the permanent position of Library Director and accepted.

Mrs. Rushing thanked the Board for the opportunity. She feels the library is fortunate to offer many great services. Her goal is to bring awareness of these services to the citizens of Henderson County.

County Manager Steve Wyatt reminded the Board of the upcoming budget workshop on January 21<sup>st</sup> at 9:00 a.m. It is a full agenda including discussion of the schools, BRCC, Economic Development, EMS and Emergency Responders, consideration of a four-year plan, the tax rate, and much more. The meeting will take most of the day to cover.

#### **IMPORTANT DATES**

##### **Set Public Hearing for Lower Mills River-Asheville Watershed (WS-III-BW) Boundary Change**

On November 6, 2014, the North Carolina Department of Environment and Natural Resources (NCDENR) approved a request to adjust the Lower Mills River-Asheville Watershed (WS-III-BW) boundary. Henderson County Planning Department Staff submitted a revised map to NCDENR on behalf of the Town of Mills River and WGLA Engineering.

The area in question is located near NC Highway 280 in the Town of Mills River municipal limits. Approximately 117 acres and 31 parcels would be affected by the proposed WS-III-BW boundary change. The proposed WS-III-BW boundary does not affect any new parcels that are not already found in the existing WS-III-BW boundary nor increase the existing water supply watershed boundaries

The Henderson County Planning Board considered the proposed WS-III-BW boundary change during its regularly scheduled meeting on December 18, 2014 and voted to send forth a favorable recommendation.

Before taking action on the water supply watershed request, the Board of Commissioners must hold a public hearing. Planning Staff recommends that the Board of Commissioners schedule the public hearing for Monday, February 2, 2015, at 5:30 P.M.

*Chairman Thompson made the motion that the Board schedules a public hearing for the Lower Mills River-Asheville Watershed (WS-III-BW) boundary change for Monday, February 2, 2015, at 5:30 P.M. All voted in favor and the motion carried.*

**CANE CREEK WATER AND SEWER DISTRICT**

*Commissioner Edney made the motion for the Board to convene as Cane Creek Water & Sewer District Board. All voted in favor and the motion carried.*

Please see separate Cane Creek minutes for action.

*Commissioner Messer made the motion to go out of session as the Cane Creek Water & Sewer District Board and reconvene as the Henderson County Board of Commissioners. All voted in favor and the motion carried.*

**ADJOURN**

*Chairman Thompson made the motion to adjourn at 6:30 p.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

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Thomas H. Thompson, Chairman



# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

THOMAS THOMPSON  
Chairman  
CHARLIE MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

## RESOLUTION OF MEMORIAM

### **FIELDING GALLATIN LUCAS** **OCTOBER 18, 1922 – DECEMBER 27, 2014**

- WHEREAS,** Fielding G. Lucas graduated high school in 1939, enlisted in the U. S. Navy and served on active duty from 1939 – 1955, and on reserves from 1955 - 1981; and
- WHEREAS,** Fielding G. Lucas was a graduate of the United States Naval Academy; and
- WHEREAS,** Fielding G. Lucas served our nation in the United States Navy through World War II and the Korean War; and
- WHEREAS,** Fielding G. Lucas earned two combat stars during the Korean War serving on the U.S.S. Mansfield; and
- WHEREAS,** Fielding G. Lucas retired to Henderson County in 1993, and became a pillar of our community, regularly attending Board meetings and promoting civic responsibility; and
- WHEREAS,** Fielding G. Lucas served on both the Blue Ridge Community College Board of Trustees and on the Margaret R. Pardee Hospital Board of Directors; and
- WHEREAS,** in both of these appointed positions he advocated for fiscal accountability and responsible governance;


**NOW, THEREFORE, BE IT RESOLVED** that Fielding G. Lucas will be remembered for his legacy of military service to the citizens of the United States, and his contributions to our community.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 5th day of January, 2015.

  
THOMAS THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD

# Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PH: (828) 697-5595 | FAX: (828) 698-6153

Henderson County Board of Commissioners  
1 Historic Courthouse Square, Suite 1  
Hendersonville, NC 28792

Friday, December 19, 2014

## Re: Tax Collector's Report to Commissioners - Meeting Date 05 January 2015

Please find outlined below collections information through 18 December 2014 for the 2014 real and personal property bills mailed out on 28 August 2014, as well as registered motor vehicles billed and collected by our office. As a point of reference, we also have included collections information as of the same date last year.

### Annual Bills G01 Only:

<b>2014 Beginning Charge:</b>	<b>\$59,730,142.98</b>	<b>2013 Beginning Charge:</b>	<b>\$58,577,565.09</b>
Discoveries & Imm. Irreg.:	\$138,204.39	Discoveries & Imm. Irreg.:	\$269,303.37
Releases & Refunds:	(\$293,344.95)	Releases & Refunds:	(\$212,278.91)
<b>Net Charge:</b>	<b>\$59,575,002.42</b>	<b>Net Charge:</b>	<b>\$58,634,589.55</b>
Unpaid Taxes:	\$22,012,871.42	Unpaid Taxes:	\$20,839,881.31
Amount Collected:	\$37,562,131.00	Amount Collected:	\$37,794,708.24
<b>Percentage Collected:</b>	<b>63.05%</b>	<b>Percentage Collected:</b>	<b>64.46%</b>
Through: 18-Dec-2014		Through: 18-Dec-2013	

### Motor Vehicle Bills G01 Only:

<b>2014 Beginning Charge:</b>	<b>\$12,046.25</b>	<b>2013 Beginning Charge:</b>	<b>\$2,583,662.97</b>
Discoveries & Imm. Irreg.:	\$0.00	Discoveries & Imm. Irreg.:	\$1,815.92
Releases & Refunds:	(\$1,099.92)	Releases & Refunds:	(\$48,184.26)
<b>Net Charge:</b>	<b>\$10,946.33</b>	<b>Net Charge:</b>	<b>\$2,537,294.63</b>
Unpaid Taxes:	\$3,223.20	Unpaid Taxes:	\$625,465.32
Amount Collected:	\$7,723.13	Amount Collected:	\$1,911,829.31
<b>Percentage Collected:</b>	<b>70.55%</b>	<b>Percentage Collected:</b>	<b>75.35%</b>
Through: 18-Dec-2014		Through: 18-Dec-2013	

### Fire Districts All Bills:

<b>2014 Beginning Charge:</b>	<b>\$6,648,876.29</b>	<b>2013 Beginning Charge:</b>	<b>\$6,863,944.21</b>
Discoveries & Imm. Irreg.:	\$11,058.15	Discoveries & Imm. Irreg.:	\$43,413.80
Releases & Refunds:	(\$44,366.41)	Releases & Refunds:	(\$32,848.55)
<b>Net Charge:</b>	<b>\$6,615,568.03</b>	<b>Net Charge:</b>	<b>\$6,874,509.46</b>
Unpaid Taxes:	\$2,318,652.24	Unpaid Taxes:	\$2,281,891.16
Amount Collected:	\$4,296,915.79	Amount Collected:	\$4,592,618.30
<b>Percentage Collected:</b>	<b>64.95%</b>	<b>Percentage Collected:</b>	<b>66.81%</b>
Through: 18-Dec-2014		Through: 18-Dec-2013	

Respectfully submitted,



Luke Small

Collections Specialist

Stan C. Duncan

Tax Collector

# HENDERSON COUNTY BOARD OF COMMISSIONERS

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THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

January 5, 2015

Mr. Stan Duncan, Tax Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$41,741.39, and tax refund requests in the amount of \$3,825.33 reviewed at the Henderson County Board of Commissioners' Meeting on Monday, January 5, 2015. All refunds and releases were approved.

Sincerely,



**Thomas Thompson, Chairman**  
Henderson County  
Board of Commissioners

THT/tlw

enclosures

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** January 5, 2015  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Assessor  
**ATTACHMENTS:** Pending Release/Refund Combined Report

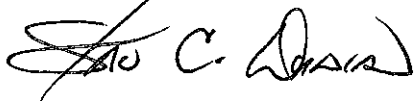
**SUMMARY OF REQUEST:**

The attached pending releases and refunds have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type	Amount:
Total Taxes Released from the Charge	\$ 41,741.39
Total Refunds as a Result of the Above Releases	\$ 3,825.33

Faithfully Submitted,



Stan C. Duncan

County Assessor

**BOARD ACTION REQUEST:** Consent Approval Requested

**Suggested Motion:** "I move the Board approve the Combined Release/Refund Report as presented."

**NCPTS Pending Release/Refund Report. Tuesday, December 16, 2014\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BALLARD, JOHN DAVID JR	0003042373-2014-2014-0000	RELEASE 2014 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. DOUBLE BILLED. MANUFACTURED HOME BEING BILLED AS REAL PROPERTY ON PARCEL 1011901.	(\$23,800)	2540	CLOMBARDO	643 BELL MOUNTAIN RD ZIRCONIA NC 28790	COUNTY	TAX	\$122.24	\$0.00	\$122.24	\$0.00
								LATE LIST FEE	\$12.22	\$0.00	\$12.22	\$0.00
								TOTAL:			\$134.46	\$0.00
							GREEN RIVER FIRE	TAX	\$16.66	\$0.00	\$16.66	\$0.00
								LATE LIST FEE	\$1.67	\$0.00	\$1.67	\$0.00
								TOTAL:			\$18.33	\$0.00
								ABSTRACT TOTAL:			\$152.79	\$0.00
								TOTAL:			\$152.79	\$0.00
								TAX	\$0.00	\$0.00	\$2.56	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
DE LAGE LANDEN OPERATIONAL SVS	0003080983-2014-2014-0000	REBATE IN FULL. DOUBLE ASSESSED ON #3060324.	(\$498)	2545	ESWOPE	5 GRAY WOLF LANE	COUNTY	TAX	\$0.00	\$0.00	\$0.00	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$2.56	\$0.00
								ABSTRACT TOTAL:			\$2.56	\$0.00
								TOTAL:			\$2.56	\$0.00
								TAX	\$0.00	\$0.00	\$0.00	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$2.56	\$0.00
								TAX	\$0.00	\$0.00	\$0.47	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
DELL EQUIPMENT FUNDING LP	0003029664-2014-2014-0000	RELEASE DISCOVERY IN FULL. ASSET ASSESSED UNDER #3029663.	(\$15,200)	2548	ESWOPE	VALLEY HILL	COUNTY	TAX	\$78.07	\$0.00	\$78.07	\$0.00
								LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00
								TOTAL:			\$85.88	\$0.00
							VALLEY HILL FIRE	TAX	\$12.92	\$0.00	\$12.92	\$0.00
								LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00
								TOTAL:			\$14.21	\$0.00
								ABSTRACT TOTAL:			\$100.09	\$0.00
								TOTAL:			\$100.09	\$0.00
								TAX	\$78.07	\$0.00	\$78.07	\$0.00
								LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00
DELL EQUIPMENT FUNDING LP	0003060374-2014-2014-0000	RELEASE DISCOVERY IN FULL. ASSET MOVED OUT OF STATE 11/07/2013.	(\$15,200)	2547	ESWOPE	MILLS RIVER	COUNTY	TAX	\$78.07	\$0.00	\$78.07	\$0.00
								LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00
								TOTAL:			\$85.88	\$0.00
								TAX	\$12.92	\$0.00	\$12.92	\$0.00
								LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00
								TOTAL:			\$14.21	\$0.00
								ABSTRACT TOTAL:			\$100.09	\$0.00
								TOTAL:			\$100.09	\$0.00
								TAX	\$78.07	\$0.00	\$78.07	\$0.00
								LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	
							TAX	\$78.07	\$0.00	\$78.07	\$0.00	
							LATE LIST FEE	\$7.81	\$0.00	\$7.81	\$0.00	
							TOTAL:			\$85.88	\$0.00	
							TAX	\$12.92	\$0.00	\$12.92	\$0.00	
							LATE LIST FEE	\$1.29	\$0.00	\$1.29	\$0.00	
							TOTAL:			\$14.21	\$0.00	
							ABSTRACT TOTAL:			\$100.09	\$0.00	
							TOTAL:			\$100.09	\$0.00	

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ECHOLS, ROBIN	0000531496-2014-2014-0000	RELEASE 2014 TAX BILL ON 1992 12 X 36 TRAVEL TRAILER IN THE VILLAGE OF WILDFLOWERS MANUFACTURED HOME/RV PARK. LETTER ON FILE FROM PARK OWNER. ERROR ON PARK REPORT FOR 2014. THIS TRAVEL TRAILER WAS ABANDONED, REMOVED AND DESTROYED DUE TO BLACK MOLD 2 YEARS AGO.	(\$20,900)	2544	CLOMBARDO	83 VISTA POND LN FLAT ROCK NC 28731	COUNTY	TAX	\$107.34	\$0.00	\$107.34	\$0.00
								LATE LIST FEE	\$10.73	\$0.00	\$10.73	\$0.00
								TOTAL:			\$118.07	\$0.00
								TAX	\$19.86	\$0.00	\$19.86	\$0.00
								LATE LIST FEE	\$1.99	\$0.00	\$1.99	\$0.00
					ABSTRACT TOTAL			\$21.85	\$0.00	\$0.00		
										ABSTRACT TOTAL		\$0.00
JACKSON, TONY BROWNLOW	0002484506-2014-2014-0000	1987 STARCRAFT SOLD PER 2014 LIST FORM. BILLED IN ERROR.	(\$500)	2539	BSLATTERY	40 JOHN DEIK RD HENDERSONVILLE NC	COUNTY	TAX	\$12.22	\$0.00	\$12.22	\$0.00
								LATE LIST FEE	\$1.22	\$0.00	\$0.26	\$0.00
								TOTAL:			\$2.83	\$0.00
								TAX	\$2.26	\$0.00	\$0.48	\$0.00
								LATE LIST FEE	\$0.23	\$0.00	\$0.05	\$0.00
					ABSTRACT TOTAL			\$0.53	\$0.00	\$0.00		
										ABSTRACT TOTAL		\$0.00
MCMINN, WALTER WILLIAM	0003081718-2014-2014-0000	1990 THUNDERCRAFT BOAT BILLED AND PAID IN BLINCOMBE COUNTY. DOCUMENTATION ON FILE.	(\$2,490)	2542	BSLATTERY	37 WILLIAMS RD	COUNTY	TAX	\$12.79	\$0.00	\$12.79	\$0.00
								LATE LIST FEE	\$1.28	\$0.00	\$1.28	\$0.00
								TOTAL:			\$14.07	\$0.00
								TAX	\$14.07	\$0.00	\$14.07	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
					ABSTRACT TOTAL			\$3.36	\$0.00	\$0.00		
										ABSTRACT TOTAL		\$0.00
SCHINDLER, DANIEL L	0000466886-2014-2014-0000	HOME WAS INCORRECTLY ASSESSED AS A 1.3 STORY HOME AND OWNER ASKED FOR A INTERIOR INSPECTION TO CORRECT IT TO A 1 STORY HOME.	(\$65,400)	2550	JCONNELL	113 HORIZON LN FLAT ROCK NC 28731	COUNTY	TAX	\$1,521.22	\$0.00	\$335.89	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$335.89	\$0.00
								TAX	\$1,521.22	\$0.00	\$1,521.22	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
					ABSTRACT TOTAL			\$335.89	\$0.00	\$0.00		
										ABSTRACT TOTAL		\$0.00
SIERRA NEVADA BREWING CO	0003077209-2014-2014-0000	THIS ADJUSTMENT IS CONSENTED TO BY THE TAXPAYER. BOTH THE TAXING AUTHORITY AND THE TAXPAYER STIPULATE THAT THE VALUATIONS FOR PERSONALTY REFLECTED HEREIN SHALL NOT BE BINDING ON VALUATIONS FOR THE SAME PERSONALTY IN SUBSEQUENT YEARS.	(\$5,921,395)	2557	EPARKER	515 FERNCLIFF PARK DR FLETCHER NC 28732	COUNTY	TAX	\$332,922.41	\$0.00	\$30,412.28	\$0.00
								LATE LIST FEE	\$33,292.25	\$0.00	\$3,041.23	\$0.00
								TOTAL:			\$33,453.51	\$0.00
								TAX	\$332,922.41	\$0.00	\$332,922.41	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
					ABSTRACT TOTAL			\$33,453.51	\$0.00	\$0.00		
										ABSTRACT TOTAL		\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADD. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
WINDY WOOD LLC A NC LL COMPANY	0000374718-2014-2014-0000	RELEASED IN FULL, AND REBILLED WITH PRESENT-USE VALUE FORESTLAND CLASSIFICATION. FOREST MANAGEMENT PLAN ON FILE.	(\$655,500)	2554	DHILL	339 CAMP WINDY WOOD RD ZIRCONIA NC 28790	COUNTY	TAX	\$2,929.12	\$0.00	\$3,366.65	\$437.53
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL			\$3,366.65	\$437.53
								ABSTRACT TOTAL			\$3,366.65	\$437.53
	0002856514-2014-2014-0000	RELEASED IN FULL, AND REBILLED WITH PRESENT-USE VALUE FORESTLAND CLASSIFICATION. FOREST MANAGEMENT PLAN ON FILE.	(\$436,300)	2553	DHILL	0 NO ADDRESS ASSIGNED ZIRCONIA NC 28790	COUNTY	TAX	\$50.85	\$0.00	\$2,240.84	\$2,189.99
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL			\$2,240.84	\$2,189.99
								ABSTRACT TOTAL			\$2,240.84	\$2,189.99
	0002857786-2014-2014-0000	RELEASED IN FULL, AND REBILLED WITH PRESENT-USE VALUE FORESTLAND CLASSIFICATION. FOREST MANAGEMENT PLAN ON FILE.	(\$358,800)	2555	DHILL	373 CAMP WINDY WOOD RD ZIRCONIA NC 28790	COUNTY	TAX	\$644.99	\$0.00	\$1,842.80	\$1,197.81
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL			\$1,842.80	\$1,197.81
								ABSTRACT TOTAL			\$1,842.80	\$1,197.81
								OWNER TOTAL			\$7,450.29	\$3,825.33
GRAND TOTALS:			(\$7,516,481)								\$41,741.39	\$3,825.33

\*Adjustments submitted for approval on or before 12/17/2014

LINE-ITEM TRANSFER REQUEST  
 HENDERSON COUNTY



Department: Transfers

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115980 - 598021</u>	<u>Transfer to Capital Reserve Fund</u>	<u>\$ 166,183</u>
<u>215400 - 598040</u>	<u>Transfer to Capital Project Fund</u>	<u>\$ 166,183</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>115691 - 599100</u>	<u>Current Exp - Schools Contingency</u>	<u>\$ 166,183</u>
<u>214400 - 403500</u>	<u>Transfer from General Fund</u>	<u>\$ 166,183</u>
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*  
 School contingency funds, budgeted over final necessary amount.

Budget \_\_\_\_\_ 1/5/15

Authorized by Department Head \_\_\_\_\_ Date

Authorized by Budget Office \_\_\_\_\_ Date

Authorized by County Manager \_\_\_\_\_ Date





**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Multiple Departments

Please make the following line-item transfers:

What expense line-item is to be increased? Or what decrease in revenue is expected?

Account	Line-Item Description	Amount
115401-512100	Salaries & Wages - Regular	\$6,530
115403-512100	Salaries & Wages - Regular	\$1,086
115404-512100	Salaries & Wages - Regular	\$4,589
115405-512100	Salaries & Wages - Regular	\$6,505
115408-512100	Salaries & Wages - Regular	\$5,736
115413-512100	Salaries & Wages - Regular	\$12,505
115414-512100	Salaries & Wages - Regular	\$18,355
115415-512100	Salaries & Wages - Regular	\$5,736
115416-512100	Salaries & Wages - Regular	\$7,969
115418-512100	Salaries & Wages - Regular	\$5,736
115419-512100	Salaries & Wages - Regular	\$24,091
115420-512100	Salaries & Wages - Regular	\$4,589
115422-512100	Salaries & Wages - Regular	\$10,325
115431-512100	Salaries & Wages - Regular	\$165,442
115432-512100	Salaries & Wages - Regular	\$49,917
115433-512100	Salaries & Wages - Regular	\$2,294
115434-512100	Salaries & Wages - Regular	\$2,294
115435-512100	Salaries & Wages - Regular	\$11,427
115436-512100	Salaries & Wages - Regular	\$3,935
115437-512100	Salaries & Wages - Regular	\$59,655
115438-512100	Salaries & Wages - Regular	\$8,030
115471-512100	Salaries & Wages - Regular	\$4,579
115491-512100	Salaries & Wages - Regular	\$6,883
115492-512100	Salaries & Wages - Regular	\$3,512
115499-512100	Salaries & Wages - Regular	\$1,147
115510-512100	Salaries & Wages - Regular	\$80,568
115512-512100	Salaries & Wages - Regular	\$12,046
115531-512100	Salaries & Wages - Regular	\$198,512
115532-512100	Salaries & Wages - Regular	\$1,147
115582-512100	Salaries & Wages - Regular	\$597
115611-512100	Salaries & Wages - Regular	\$43,456
115612-512100	Salaries & Wages - Regular	\$13,766

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
114990-401000	Fund Balance Appropriated	\$782,959

Justification: Please provide a brief justification for this line-item transfer request.  
Per Board of Commissioners vote on 12.5.2014 for year end bonus

Multiple Departments  
Authorized by Department Head

1/5/2015

Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** Revaluation Reserve

*Please make the following line-item transfers:*

**What expense line-item is to be increased? Or what decrease in revenue is expected?**

Account	Line-Item Description	Amount
<u>255417-512100</u>	<u>Salaries &amp; Wages - Regular</u>	<u>\$12,619</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**What expense line-item is to be decreased? Or what additional revenue is now expected?**

Account	Line-Item Description	Amount
<u>254417-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$12,619</u>

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
Per Board of Commissioners vote on 12.5.2014 for year end bonus

<u>Revaluation Reserve</u>	<u>1/5/2015</u>
Authorized by Department Head	Date
 <u> </u>	 <u> </u>
Authorized by Budget Office	Date
 <u> </u>	 <u> </u>
Authorized by County Manager	Date

**For Budget Use Only**

Batch #                     

BA #                     

Batch Date

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Solid Waste

Please make the following line-item transfers:

What expense line-item is to be increased? Or what decrease in revenue is expected?

Account	Line-Item Description	Amount
<u>605472-512100</u>	<u>Salaries &amp; Wages - Regular</u>	<u>\$20,630</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>604472-401000</u>	<u>Retained Earnings Appropriated</u>	<u>\$20,630</u>

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
Per Board of Commissioners vote on 12.5.2014 for year end bonus

<u>Solid Waste</u>	<u>1/5/2015</u>
Authorized by Department Head	Date
_____	_____
Authorized by Budget Office	Date
_____	_____
Authorized by County Manager	Date
_____	_____

<b>For Budget Use Only</b>	
Batch #	_____
BA #	_____
Batch Date	_____

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**HENDERSON COUNTY TRANSIT RENEWAL CONTRACT  
AND AMENDMENT**

This Agreement made and entered this the 5<sup>th</sup> of January, 2015, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the "COUNTY") and **Western Carolina Community Action** (hereinafter the "SERVICE PROVIDER"), a nonprofit organization is a renewal of the original agreement signed on May 17, 2011 by the parties.

**Witnesseth**

WHEREAS the County and the Service Provider have had an agreement for transit services since 17 May, 2011;

WHEREAS the County is desirous to contract with the Service Provider for the continuance of these services; and

WHEREAS the previous agreement allows the County and the Service Provider to renew the agreement;

NOW THEREFORE, for valuable consideration and mutual promises, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DURATION:** The renewal agreement shall last for one year from July 1, 2015 to June 30, 2016. This reflects the original contract that allowed two separate one-year renewals. After this renewal the original contract may not be renewed.
2. **HOURS AND RATE:** The paratransit services cap for FY2016 shall be 2,000 hours at a rate of \$46.43 per hour.
3. **HOURS AND RATE:** The transit services cap for FY2016 shall be 9,180 hours at a rate of \$61.88 per hour.
4. **ORIGINAL TERMS:** All terms established in the Original Agreement shall remain in effect for the duration of this Agreement.
5. **EXAMINATION AND RETENTION OF RECORDS.** SERVICE PROVIDER shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for the COUNTY under this CONTRACT on file for at least three (3) years following the date of final payment to the SERVICE PROVIDER by the COUNTY. All records stored on a computer database must be of an updated format compatible with the COUNTY's software systems. Any duly authorized representative(s) of the COUNTY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during SERVICE PROVIDER's usual and customary business hours. SERVICE PROVIDER shall provide proper facilities to the COUNTY representative(s) for such access and inspection. Further, any duly authorized representative(s) of the COUNTY shall be permitted to observe and inspect any or all of SERVICE PROVIDER's facilities and activities during SERVICE PROVIDER's usual and customary business hours for the purposes of evaluating and judging the nature and extent of SERVICE PROVIDER's compliance with the provision of this CONTRACT. In such instances, the COUNTY representative(s) shall not interfere with or disrupt such activities.

**IN WITNESS WHEREOF**, each party has caused this extension to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the 5<sup>th</sup> day of January, 2015.

HENDERSON COUNTY

By:   
Steve Wyatt, County Manager  
SERVICE PROVIDER

By: \_\_\_\_\_  
David White, Executive Director, WCCA

\*\*\*\*\*

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON Polk

I, Notary Public of the County and State aforesaid certify that Steve Wyatt, personally came before me this day and acknowledged that he is the County Manager for Henderson County, a corporation and body politic, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its.

WITNESS my hand and notarial seal this 5<sup>th</sup> day of January, 2015.

Notary Public: Teresa L. Wilson  
Print or type name: Teresa L. Wilson  
My Commission Expires: 10/15/2016

\*\*\*\*\*

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is the \_\_\_\_\_ of Western Carolina Community Action (WCCA), a lawful corporation under the regulations of North Carolina, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by himself as its \_\_\_\_\_.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public: \_\_\_\_\_  
Print or type name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

**PRE-AUDIT CERTIFICATION**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_  
Henderson County Finance Director

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON  
PROVIDER AGREEMENT**

This Provider Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of January, 2015, by and between Community CarePartners, Inc., Program of All-Inclusive Care for the Elderly ("CarePartners PACE") and Henderson County Emergency Medical Service 820 N. Justice Street, Hendersonville, NC 28791 (hereinafter referred to as the "Provider"), hereinafter individually referred to as "Party" or collectively as "Parties".

**1. IDENTITY OF AND RELATIONSHIP BETWEEN THE PARTIES.**

1.1 Identity of CarePartners PACE. CarePartners PACE is a North Carolina not-for-profit corporation that owns and operates a PACE program. CarePartners PACE provides or arranges for the provision of comprehensive health-related and social services to senior citizens who meet the eligibility requirements for enrollment in CarePartners PACE. CarePartners PACE has entered into a contract with the Center for Medicare and Medicaid Services (CMS) pursuant to Section 9412(b) of Public Law 99-509 as amended and the North Carolina Division of Medical Assistance.

1.2. Identity of Provider. Provider is a service provider. By entering into this Agreement, Provider agrees to provide services to Participants pursuant to the terms and conditions of this Agreement.

1.3. Independent Contractors. CarePartners PACE and Provider are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither CarePartners PACE nor Provider nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement, nor shall either Party, its respective agents or employees, be liable to third parties for any act or omission of the other Party.

1.4. Relationships. The Parties mutually understand and agree that the terms and conditions of this Agreement concern only the business and financial relationships between and among CarePartners PACE, Provider, and Participants as defined herein. Nothing in this Agreement shall be construed to in any way alter the clinical relationship between Provider and Provider's patients nor the rights and responsibilities pertaining to that relationship.

1.5 Covered Population. This Agreement covers Participants residing in the CarePartners service area as defined by the Program Agreement with the State Adminstrating Agency, North Carolina Division of Medical Assistance (NC DMA). To be eligible to enroll as a Participant in CarePartners PACE, an individual must be 55 years or older; determined by NC DMA") to meet the North Carolina Medicaid nursing facility level of care requirements; and able to live in a community setting without jeopardizing his or her health or safety.

1.6 Provider Obligations. Provider must meet Federal, State of NC, Medicare and Medicaid requirements and comply with service delivery, participant rights and Quality Assurance and Performance Improvement (QAPI) activities. Provider must be accessible to CarePartners



PACE Participants and must designate an official liaison to coordinate activities between the Provider and CarePartners PACE.

## 2. DEFINITIONS

- 2.1. "CMS" means the Centers for Medicare & Medicaid Services of the Department of Health and Human Services of the United States.
- 2.2. "Emergency Services" means services that are necessary as a result of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: (a) permanently placing a Participant's health in jeopardy; (b) causing other serious medical consequences; (c) causing serious or permanent dysfunction of any body organ or part.
- 2.3. "Health Care Services" means hospital services, professional services, social services and/or other services provided by a Participating Provider in accordance with an agreement between CarePartners PACE and the Participating Provider.
- 2.4. "PACE Program" means a program for all-inclusive care for the elderly established pursuant to a special arrangement with CMS and NC DMA.
- 2.5. "Participant" means an individual who has enrolled in CarePartners PACE.
- 2.6. "Interdisciplinary Team" means a team of individuals who are assigned by CarePartners PACE to the Participant and are responsible for coordinating the assessment, treatment planning and care delivery to the Participant on a twenty-four (24) hour basis. The Participant's Interdisciplinary Team consists of at least a primary care physician, nurse, social worker, physical therapist, occupational therapist, recreational therapist or activity coordinator, dietician, CarePartners PACE center manager, home care liaison, health worker/aide or his/her representative, and driver or his/her representative.
- 2.7. "Participating Provider" means a hospital, a professional or any other provider which has entered into an agreement with CarePartners PACE to provide Health Care Services to Participants.
- 2.8. "Provider Services" means those Health Care Services that are listed in Attachment A to this Agreement and are covered under the PACE Program.

## 3. COMPENSATION AND OTHER FINANCIAL PROVISIONS.

### 3.1. Compensation of Provider.

(a) Provider Services. CarePartners PACE shall reimburse the Provider in accordance with the fee schedule set forth in Attachment C hereto for the Provider Services rendered to Participants pursuant to the terms of this Agreement.

(b) Timeliness of Payment. All claims for payment for Provider Services rendered by Provider shall be submitted on either a UB-92, HCFA 1500 or other agreed upon invoice, to CarePartners PACE no later than ninety (90) days after the date of service. Claims not submitted within said timeframe shall not be eligible for payment. CarePartners PACE shall pay Provider for outstanding claims within thirty (30) days after receipt of Provider's invoice

for services rendered, provided such invoice and other reports and clinical information reasonably required by CarePartners PACE are submitted in a format acceptable to CarePartners PACE.

3.2. Name and Address of Payee. The name, address, and tax identification number of the Provider to whom payment shall be made for services provided under this Agreement is provided below.

Name and address: Henderson County Emergency Medical Service  
820 N. Justice Street  
Hendersonville, NC 28791  
Tax Identification Number: 56-6000307

3.3. Payment in Full. Provider shall accept payment by CarePartners PACE as payment in full for Services and shall not solicit or accept any surety or guaranty of payment from any third party.

3.4. Coordination of Benefits. Where the Participant is entitled to payment or benefits from multiple payer sources, the obligations of the respective payers shall be determined by CarePartners PACE in accordance with the coordination of benefits provisions of the applicable health benefit plans. CarePartners PACE's total payment obligation under this Agreement shall not exceed that amount of compensation provided for under this Agreement, less the total of all amounts received from other payment sources.

3.5. Non-recourse Against Participants. Provider agrees and warrants that in no event, including, but not limited to nonpayment, CarePartners PACE insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons acting on their behalf for Provider Services provided under this Agreement. For purposes of this Section, Participant shall include the Participant and Participant's parent(s), guardian, spouse or any other legally responsible person acting on the Participant's behalf. Provider further agrees that: (a) the hold harmless provision and warranty contained in this Section shall survive the termination of this Agreement, regardless of the cause giving rise to the termination; and (b) this hold harmless provision and warranty supersedes any oral or written contract agreement entered into between Provider and Participants or persons acting on their behalf.

#### 4. PRIMARY OBLIGATIONS OF PROVIDER

4.1. Services. Provider shall provide all Provider Services normally provided by Provider and within the scope of Provider's license. Provider services provided under this Agreement shall be of the same type and quality, and provided in the same manner as services provided to all other patients of Provider.

4.2. Authorization Procedures.

(a) Non-emergency Services. Except in the case of Emergency Services, Provider will be compensated by CarePartners PACE for Services provided pursuant to this Agreement only when such services are provided pursuant to a proper referral to Provider from the appropriate member of the Participant's Interdisciplinary Team. Referral shall be obtained in

accordance with the procedures set forth in the CarePartners PACE Provider Manual, a copy of which is attached hereto as Attachment D and made a part of this Agreement.

(b) Provider acknowledges and agrees that PACE is only responsible to pay Provider for Covered Services which have been set forth in a pre-certification form and pre-approved by PACE treatment team. Provider agrees to notify PACE of Enrollees who request service without pre-certification.

(c) Emergency Services. The Provider may deliver Emergency Services without prior authorization from CarePartners PACE. When Emergency Services are sought, Provider shall permit review of any admission for certification of the number of inpatient hospital days authorized under CarePartners PACE's utilization management and quality improvement program.

#### 4.3. Minimum Credentials.

(a) Requirements. Provider and its employees providing Provider Services to Participants shall at all times during the term of this Agreement endeavor to satisfy the minimum credentialing requirements set forth in Attachment A. At all times during the term of this Agreement, Provider and its employees shall be duly licensed and/or certified under applicable state and federal laws and regulations to perform the services listed in Attachment B.

(b) Effect of Loss or Reduction. In the event of any reduction, suspension, restriction, lapse, revocation, or other loss of any such minimum credential requirements, Provider shall (except to the extent waived by CarePartners PACE in writing): (i) immediately stop providing services under this Agreement; (ii) immediately provide notice of such reduction, suspension, restriction, lapse, revocation, or other loss to CarePartners PACE by telephone and in writing; and (iii) not resume performance under this Agreement unless and until its credentials are restored and it has received written notice of reinstatement from CarePartners PACE.

(c) Participation in Federal Health Care Programs. CarePartners PACE shall have the right to terminate this Agreement immediately if Provider or any employee, subcontractor, or agent of Provider is, or has ever been, (a) excluded from participation in any federal or state health care program, including but not limited to, Medicare and Medicaid for having engaged in any activity set forth in 42 U.S.C. § 1320a-7 (OIG, LEIE list); (b) excluded from participation for fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in other than a health care program operated in whole or in part by any federal, state, or local government agency (GSA, EPLS list); (c) a specially designated national set forth in 31 C.F.R. § 501.701 [U.S. Treasury: Specially Designated Nationals list (SDN), also known as Office of Foreign Assets Control list (OFAC)].

Websites:

1. OIG, LEIE: <http://exclusions.org.hhs.gov/search.aspx>
2. GSA, EPLS: <https://www.epls.gov>
3. SDN, OFAC: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or <http://www.instantofac.com/>

Should Provider learn that it or any of its employees have become debarred, excluded, or convicted as identified above, Provider will promptly notify CarePartners PACE of such action. Further, in the event of an investigation of Provider, its owner or employee by

federal, state, or local officials relating to participation in a federal health care program, provider will promptly notify CarePartners PACE and CarePartners PACE will be given the option of terminating this Agreement or barring the individual immediately.

4.4. Insurance. During the term of this Agreement, Provider shall maintain coverage for professional and general comprehensive liability, as it may be amended from time to time, and Provider shall provide CarePartners PACE with documentary evidence of the above insurance coverage upon request. Initially, Provider shall maintain, and his/her own expense, a professional liability insurance policy with annual minimum limits of \$1 million/\$2 million. Additionally, Provider shall maintain, at his/her own expense, a general liability policy with annual minimum limits of \$1 million/\$2 million. Provider shall also maintain, at Provider's expense, statutory limits for workers compensation for Provider and its employees.

4.5. Hold Harmless. Provider agrees to hold harmless CMS, the NC Division of Medical Assistance (DMA) and the CarePartners PACE Participant in the event CarePartners PACE cannot or will not pay for services provided under this contract, pursuing remedy only from CarePartners PACE.

4.6. Conflict of Interest. Provider warrants that no part of the total compensation it receives pursuant to this Agreement shall be paid directly or indirectly to any officer or employee of the State of North Carolina as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Provider in connection with any work contemplated or performed relative to this Agreement, except as otherwise authorized by the State of North Carolina and CarePartners PACE. This Agreement may be terminated immediately, upon written notice, by CarePartners PACE if it is determined that Provider, or its agents or employees, offered or gave gratuities of any kind to any officials or employees of the State of North Carolina or to any other person or entity in violation of applicable federal or state laws or regulations. Provider certifies that no member of or delegate of Congress, no employee or official of the General Accounting Office, the United States Department of Health and Human Services, the Center for Medicare and Medicaid Services or any other federal agency has or will benefit financially or materially from this Agreement.

4.7. Use of Name. Provider agrees to allow the use of its name, address, telephone number, and services provided in informational, marketing, and promotional materials prepared by, or with the permission of, CarePartners PACE.

4.8. Participant's Appeals Process and Notice. Provider shall comply with the CarePartners PACE appeals process and, when necessary and appropriate, assist Participant in the appeals process (see Attachment D).

4.9. Reports. Provider shall submit timely reports to CarePartners PACE, as requested by CarePartners PACE.

4.10. Cooperation. Provider shall cooperate with the CarePartners PACE competency evaluation program required for all providers who provide direct Participant care. Provider shall participate in CarePartners PACE Interdisciplinary Team meetings, as required.

4.11. Change in Key Personnel. Provider shall notify CarePartners PACE within five (5) business days of any change in management or ownership of Provider or any change in key Provider personnel that may affect Provider's ability to provide health care services to Participants or Provider's ability to perform its obligations under this Agreement. CarePartners

PACE reserves the right to terminate this Agreement immediately if the change triggers a concern under its Conflicts of Interest policy or related policies, or if the change negatively impacts services provided to the Participants.

## 5. UTILIZATION MANAGEMENT AND QUALITY IMPROVEMENT.

5.1. Participation by Provider. Provider shall be agreeable and accountable to CarePartners PACE and participate in, support, and cooperate with CarePartners PACE's utilization management and quality improvement programs defined by:

(a) the Quality Monitoring Standards most recently published by CMS and North Carolina DMA, which include but are not limited to: (1) utilization of PACE services, (2) caregiver and participant satisfaction, (3) outcome measures derived from data collected during assessments, (4) effectiveness and safety of staff-provided and contracted services, and (5) nonclinical areas, such as grievances and appeals, transportation services, meals, life safety, and environmental issues; and

(b) the CarePartners PACE Provider Manual (see Attachment D).

Both the Quality Monitoring Standards and the CarePartners PACE Provider Manual shall be subject to amendment from time to time in accordance with Section 8.12.

5.2. Inspection of Facilities. Provider shall permit CarePartners PACE, upon reasonable notice, to inspect the premises and facilities (if applicable) of Provider and to review any and all aspects of the delivery of Provider Services by Provider to Participants, including access as authorized by Participants to all medical records of the Provider.

5.3. Corrective Action. CarePartners PACE shall monitor, whether announced or unannounced, the services delivered under this Agreement and may initiate corrective action to improve quality of care in accordance with that level of medical care which is recognized as acceptable professional practice in the community in which Provider practices and/or standards established by North Carolina Division of Medical Assistance. Provider shall comply with reasonable corrective action plans initiated in good faith by CarePartners PACE. If Provider cannot make acceptable changes, as determined by CarePartners PACE, then CarePartners PACE shall have the option of terminating this Agreement immediately.

## 6. RECORD MAINTENANCE, AVAILABILITY, INSPECTION, AND AUDIT.

6.1. Maintenance. Provider shall prepare and maintain appropriate medical and billing records concerning Provider Services provided to Participants, including such records as shall be necessary for the evaluation of the quality, appropriateness, and timeliness of such services. All such records shall be maintained in accordance with prudent record keeping procedures and as required by law. Participants and their representatives shall be given access to the Participant's medical records, to the extent and in the manner provided by *North Carolina Law* and, subject to reasonable charges, be given copies thereof upon request. CarePartners PACE is in no way responsible for Provider's record keeping.

6.2. Confidentiality. All medical, financial, and personal information pertaining to Participants reviewed and collected in connection with this Agreement shall be held in confidence and shall not be disclosed by either Party without the prior written consent of the

participant, except to one another and to persons to whom disclosure is otherwise permitted or required by law. Provider and its employees shall comply with the privacy and security standards of the Health Portability and Accountability Act of 1996 ("HIPAA") and its regulations.

6.3. Access to Records CarePartners PACE and Government Agencies. Provider shall allow CarePartners PACE or its agents, the United States Department of Health and Human Services, the Comptroller General of the United States, the North Carolina Division of Medical Assistance, the Office of the Attorney General of North Carolina, other appropriate regulatory agencies, and their duly authorized representatives access to this Agreement and to all books, documents, and records necessary to verify or evaluate by inspection (whether announced or unannounced) or any other means the medical necessity, quality, or nature, extent and costs of services provided by Provider under this Agreement, or for other audit or monitoring purposes, at any time during the term of this Agreement and for an additional period of Ten (10) years following the last date services are furnished under this Agreement. Upon request, Provider shall assist in any such audit or review and, subject to reasonable charges, provide complete copies of medical records and other records. Provider shall immediately notify CarePartners PACE of any request by any such governmental entity to review or audit Provider's records concerning the PACE Program.

(a) If Provider carries out any of its duties under this Agreement through an agreement between it and any third party, Provider shall require that a clause be included in such agreement to the effect that until the expiration of Ten (10) years after the furnishing of services pursuant to such agreement, the third party shall make available, upon request by the United States Department of Health and Human Services, the Comptroller General of the United States, the North Carolina Division of Medical Assistance, the Office of the Attorney General of North Carolina, other appropriate regulatory agencies, or any of their duly authorized representatives, all agreements, books, documents, and records of such party that are necessary to verify the medical necessity, quality, or nature and extent of the costs of services provided under that agreement, or for other audit or monitoring purposes.

(b) Books, documents, and records described in this Section shall be maintained beyond the expiration of the aforementioned Ten (10) year period for the duration of any review or audit in progress at the end of such Ten (10) year period. No disposal of records required to be maintained under this Agreement shall be made during the term of this Agreement without the prior written approval of CarePartners PACE.

6.4. CMS/NCDMA Access to Records on Termination. Provider agrees that in the event of termination for any reason of the Program Agreement between CarePartners PACE, CMS and NC DMA. Provider shall immediately make available to the CMS, State of North Carolina or its designated representative, in a usable form, any and all medical and financial records related to Provider's activities under this Agreement, subject to reasonable charges.

## 7. TERM AND TERMINATION.

7.1. Term. This Agreement shall have an initial term of one year beginning on the date in which the Agreement is entered, and shall automatically renew for successive one-year terms unless sooner terminated as provided below.

7.2. Voluntary Termination.

This Agreement may be terminated without cause and without reason by either Party with 90 days' prior written notice.

**7.3. Involuntary Termination.**

(a) In the event that either Party substantially fails to perform any of its material obligations under this Agreement, the other Party may give written notice to the non-performing Party specifying the obligation(s) not performed and demanding performance within thirty (30) days. If at the end of the thirty (30) day period the non-performing Party has not performed the specified obligation(s), the Party giving notice may terminate this Agreement immediately in writing. Each Party shall be responsible for its own legal fees and costs incurred under this Section 7.

(b) Notwithstanding the provisions of Subsection (a) above, upon the occurrence of any of the following events, CarePartners PACE may terminate this Agreement immediately upon written notice to Provider:

- (i) Provider fails to comply with the minimum credentials specified in Attachment A;
- (ii) Any state or federal agency or court makes an adverse finding against Provider; or
- (iii) CarePartners PACE has a good faith concern that the quality of care provided by Provider may adversely affect the health or safety of Participants.

(c) Further notwithstanding the provisions of Subsection (a) above, if Provider or any of its employees is debarred or excluded from participating in any federal or state health care program or is convicted as set forth in Subsection 4.3(c), CarePartners PACE may terminate this Agreement immediately upon written notice to Provider.

**7.4. Termination in Event of Termination of North Carolina Division of Medical Assistance or CMS Agreement.** In the event of termination for any reason of either the service agreement between CarePartners PACE and the State of North Carolina for PACE or the 3-way agreement between CarePartners PACE, CMS, and NC, this Agreement shall terminate effective on the date of termination of such service agreement.

**7.5 Remedies.** The right to terminate this Agreement shall not be construed to limit either Party's remedies in the event of breach of this Agreement.

**7.6. Continuation of Obligations Following Expiration or Termination.** Notwithstanding any expiration or termination of this Agreement, Provider shall, unless CarePartners PACE shall direct otherwise in writing, continue to provide Provider Services to all Participants who are under the care or treatment of Provider at the time of such expiration or termination, until such care or treatment is completed or until responsibility for continuing such care or treatment is assumed by another provider approved by CarePartners PACE. CarePartners PACE shall continue to compensate for such services, according to the terms of this Agreement, to the extent that coverage is available under Medicare or other third party payor, as appropriate. To the extent such coverage is not available, Provider may hold the Participant responsible for such charges, notwithstanding any other provision in this Agreement to the contrary. Following any expiration or termination of this Agreement, each Party shall remain liable for any obligations or liabilities arising from activities carried on by it under this Agreement prior to the effective date of such termination.

## 8. GENERAL PROVISIONS.

8.1. Nondiscrimination. Provider shall not refuse to provide Provider Services to a Participant based upon non-medical reasons, nor may Provider discriminate against any individual on the basis of race, color, sex, sexual orientation, age, religion, national origin, disability, veteran's status, or other protected status in providing services under this Agreement.

8.2. Trademarks and Trade Name. Nothing in this Agreement shall give Provider the right to use the name "CarePartners PACE" the letters "CarePartners PACE" or any other name, symbols, trademarks, trade names, service marks, or copyrights of or used by CarePartners PACE. Provider shall not use CarePartners PACE' name, symbols, trademarks, trade names, or service marks in advertising, promotional materials, or otherwise without the prior written consent of CarePartners PACE or as otherwise permitted by law. Any permitted use shall terminate upon the termination of such consent or upon termination of this Agreement, whichever first occurs.

8.3. Entire Agreement. This Agreement and its attachments contain the entire agreement and all of the terms and conditions agreed upon between the Parties. Any prior or contemporaneous agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement shall be of no force or effect.

8.4. Attachments. The attachments referenced in this Agreement are an essential part of the agreement of the Parties, and shall be considered for all purposes a part of this Agreement. Any and all counterparts, photocopies, or other reproductions of this Agreement shall include all of its attachments, attached to and made a part of the Agreement.

8.5. Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect if it can reasonably be done in conjunction with the original intent of this Agreement.

8.6. Assignment and Subcontracting. CarePartners PACE shall be entitled to assign all of its rights and obligations under this Agreement to the State of North Carolina in the event of the expiration or termination for any reason of CarePartners PACE's agreement with the State of North Carolina for PACE. Provider shall not assign or subcontract any of its obligations pursuant to this Agreement without the prior written approval of CarePartners PACE. No other assignment of the rights or obligations of either Party under this Agreement shall be made without the express written consent of the other Party. Any attempted assignment in violation of this provision shall be void.

8.7. Enrollment Level. CarePartners PACE makes no representation or warranty regarding minimum numbers of Participants that will be patients of Provider as a result of this Agreement.

8.8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their respective successors and permitted assignees.

8.9. Waiver of Breach. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.



8.10. Performance of Obligations Pending Decision. Notwithstanding any dispute arising under this Agreement, each Party hereto shall continue to perform its obligations under this Agreement pending the completion of the arbitration process.

8.11. Notices. Except as otherwise provided elsewhere in this Agreement, all notices required to be given under this Agreement shall be given in writing, and shall be sent by United States Certified Mail, postage prepaid, return receipt requested or by recognized courier service such as FedEx, to the appropriate Party at the address (or addresses) given following the signature lines at the end of this Agreement, or at such other address (or addresses) as may be provided by notice given under this section. All notices given pursuant to this Agreement shall be effective when mailed. The Party giving notice should retain a postmarked Certified Mail Receipt as evidence of the mailing date.

(a) For CarePartners PACE - CarePartners PACE Executive Director, 286 Overlook Rd., Asheville, NC 28803.

(b) For Henderson County Emergency Medical Service 820 N. Justice Street, Hendersonville, NC 28791

8.12. Amendment. This Agreement or any part hereof may be amended at any time as follows:

(a) by the mutual written agreement of the Parties;

(b) by CarePartners PACE on not less than ninety (90) days' advance written notice to Provider, provided that

(i) if Provider does not give CarePartners PACE written notice of Provider's acceptance of such a proposed amendment within thirty (30) days after Provider's receipt of CarePartners PACE' amendment notice, the Parties shall negotiate in good faith toward a mutually acceptable amendment, and

(c) by CarePartners PACE on not less than thirty (30) days' advance written notice to Provider in the event CarePartners PACE determines, in good faith, that such amendment is required to comply with changes in state or federal law or state administrative policy, provided that if Provider refuses to accept such amendment either Party may terminate this Agreement upon written notice given to the other Party within such thirty (30) day period.

8.13. Headings. The headings or captions provided throughout this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8.14. Applicable Law. This Agreement shall be construed in accordance with and governed by federal and State of North Carolina laws, regulations, and contractual obligations incumbent upon PACE providers. CarePartners PACE and Provider agree to recognize and abide by all state and federal laws, regulations and guidelines applicable to PACE Programs and this Agreement. This Agreement incorporates by reference all applicable federal and state laws or regulations, and revisions of such laws or regulations shall automatically be incorporated into this Agreement as they become effective. In the event that changes in this Agreement as a result of revisions in applicable federal or state law materially affect either Party, CarePartners PACE and Provider agree to negotiate such further amendments as may be necessary to correct any inequities.

8.15. Governmental Requirements. Notwithstanding any provisions of this Agreement to the contrary, if it is determined that any provision of this Agreement violates or is contrary to any applicable federal, state or local governmental law, rule, regulation or order (hereinafter the "Governmental Requirements") then the affected provision or provisions shall be considered null and void, shall be severed from this Agreement and shall not constitute a part hereof, but the remainder of the Agreement shall continue in full force and effect. The Parties agree that they shall negotiate in good faith to re-negotiate any affected provision in a form that does not violate the Governmental Requirements and that they shall thereafter execute such amendments to this Agreement as may be necessary to include the re-negotiated provisions in this Agreement.

8.16 NoThird-Party Beneficiaries. This Agreement is not intended to create and does not create enforceable obligations for the benefit of any third party, including, without limitation, the State of North Carolina or Participants.

8.17 Verification of I-9. In providing Services under this Agreement, Provider will not employ any persons not legally authorized to work in the United States and Provider represents that they fully comply with the Immigration Reform and Control Act of 1986 (IRCA), its regulations, and all other federal, state, or local laws, rules, or regulations governing the employment of persons legally authorized to work in the United States ("Immigration Laws"). Provider warrants and agrees that they are solely responsible for their own compliance with the Immigration Laws and that they will maintain their own proper Employment Eligibility Verification or I-9 Forms for their employees as required by IRCA and its regulations and as applicable. Provider agrees to indemnify and hold harmless CarePartners PACE and its parent, affiliate and subsidiary entities, from any claims, demands, damages, losses, or attorney's fees and costs arising out of Provider's violation of this provision or any of the Immigration Laws. Provider further acknowledges and agrees that Immigration Law Compliance provision is an essential requirement of this Agreement and that CarePartners PACE reserves its right to terminate this Agreement without notice or opportunity to cure if it has reason to believe Provider has violated this section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement;

Community CarePartners, Inc

Henderson County Emergency Medical  
Service

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

PROVIDER HEREBY CERTIFIES THAT, TO ITS KNOWLEDGE, NEITHER PROVIDER NOR ANY OF PROVIDER'S EMPLOYEES ARE CURRENTLY SANCTIONED OR EXCLUDED FROM PARTICIPATION IN ANY FEDERAL OR STATE OF NORTH CAROLINA MEDICAID PROGRAM AND THAT NO PART OF THE TOTAL COMPENSATION PROVIDER RECEIVES TO THIS AGREEMENT SHALL BE PAID TO OR DIRECTLY OR INDIRECTLY BENEFIT CarePartners PACE OR ANY OFFICER OR EMPLOYEE OF CarePartners PACE.

\_\_\_\_\_  
Provider Signature Date

## **ATTACHMENT A**

### **Minimum Credentialing Requirements**

Provider hereby certifies that Provider, its employees and agents: 1) are not debarred, excluded or otherwise declared ineligible for participation in federal health care programs, including Medicare and Medicaid; 2) are not the subject of any investigation or action to debar or exclude any of them from federal health care programs; 3) have not been convicted of or currently charged with a criminal offense related to health care; and 4) have valid North Carolina professional licensure or certification.

Provider certifies that it is certified by Medicare and licensed by the State of North Carolina and agrees to provide all services in a manner that complies with all applicable The Joint Commission, CMS, OSHA, federal, state, local and other professional standards, laws, rules and regulations as applicable to this Agreement.

Provider agrees to submit copies of the following most current documents upon request:

- Employee's most current resume and professional license and/or certification.
- A valid business license
- Liability Insurance Certificate
- Accreditation certification, if applicable

**ATTACHMENT B**

Specific services to be provided by the Provider to CarePartners PACE participants:

Emergency Medical Services provided will be consistent with the scope of practice for all licensed/certified staff examining and treating PACE participants and comply with licensing board requirements.

**ATTACHMENT C**

CarePartners PACE shall pay Henderson County Emergency Medical Services according to the Medicare's Ambulance Fee Schedule. The service area of Henderson County Emergency Medical Services in 2014 is designated as urban and rates paid will reflect this designation.

**ATTACHEMENT D**

**Provider Manual**

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855

THOMAS THOMPSON  
Chairman  
CHARLIE MESSER  
Vice-Chairman

[www.hendersoncountync.org](http://www.hendersoncountync.org)

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

## ***RESOLUTION IN SUPPORT OF AN EMERGENCY TRAFFIC SIGNAL EDNEYVILLE FIRE AND RESCUE***

**WHEREAS,** Edneyville Fire and Rescue was established in 1961 and is a Class 5 Fire Department; and

**WHEREAS,** Edneyville Fire and Rescue is located on U.S. Highway 64, also known as Chimney Rock Road; and

**WHEREAS,** U.S. Highway 64 is a well-used thoroughfare, capable of accommodating heavy traffic flow; and

**WHEREAS,** the mission of Edneyville Fire and Rescue is "Preservation of life and property from accidents and acts of God, to improve the quality of life"; and

**WHEREAS,** to accomplish its mission, crews must be able to access U.S. Highway 64 in a safe and timely manner;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners hereby requests that the North Carolina Department of Transportation work with the Edneyville Fire Department to establish an emergency traffic signal to allow for safe and timely egress onto U.S. Highway 64 when called upon to serve our citizens.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 5th day of January, 2015.

  
THOMAS H. THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD



# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone: 828-697-4808 • Fax: 828-692-9855  
www.hendersoncountync.org

THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

## A RESOLUTION OF THE HENDERSON COUNTY BOARD OF COMMISSIONERS IN APPRECIATION AND SUPPORT FOR CONTINUED FUNDING OF STATEWIDE ORTHOIMAGERY BY THE NC 911 BOARD

**WHEREAS**, Henderson County depends on current, complete, high-resolution orthoimagery for many purposes, including visual reference in emergency communications, geographic reference for creation and maintenance of digital data for property boundaries and roads, and visual detail for the appraisal and assessment of real property for ad valorem tax purposes; and

**WHEREAS**, Henderson County and its citizens benefit from the orthoimagery and the current funding approach by the North Carolina 911 Board; and,

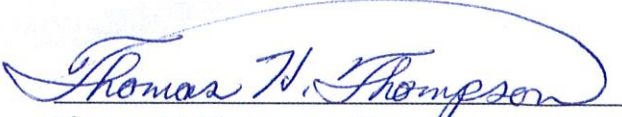
**WHEREAS**, the latest flights currently under contract for orthoimagery will provide imagery as of 2015 for Henderson County that is valuable to emergency communications and other county business processes that benefit its citizens; and,

**WHEREAS**, the NC 911 Board is currently funding orthoimagery projects assuring availability of complete, consistent, and current orthoimagery at significant savings for every North Carolina county; and

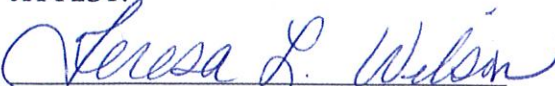
**WHEREAS**, all of North Carolina benefits from the fiscal savings achieved by the orthoimagery program being centrally administered by the NC Geographic Information Coordinating Council and managed by the Center for Geographic Information and Analysis;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners appreciates the current program funding model and advocates for the future continuation of the statewide orthoimagery program as funded by the NC 911 Board.

**ADOPTED** this 5<sup>th</sup> day of January 2015

  
Thomas H. Thompson, Chairman  
Henderson County Board of Commissioners

**ATTEST:**

  
Teresa L. Wilson, Clerk to the Board

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone: 828-697-4808 • Fax: 828-692-9855  
www.hendersoncountync.org

THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

January 26, 2015

Mr. Chris Estes, State CIO  
NCOITS  
PO Box 17209  
Raleigh, NC 27619-7209

Dear Mr. Estes:

On January 5, 2015, the Henderson County Board of Commissioners adopted a Resolution in appreciation and support for continued funding of statewide orthoimagery by the North Carolina 911 Board.

Henderson County recognizes the importance of quality orthoimagery and its uses by various emergency personnel, its assistance in identifying real property boundaries and roads, and as a valuable tool in the appraisal and assessment of real property for tax purposes. We also recognize the fiscal benefit our county, along with all counties in North Carolina, of the orthoimagery program being centrally administered by the NC Geographic Information Coordinating Council and managed by the Center for Geographic Information and Analysis. As a result of the current funding model, Henderson County advocates future continuation of the statewide orthoimagery program as funded by the NC 911 Board.

Enclosed is the resolution as adopted by the Henderson County Board of Commissioners.

Sincerely,



Thomas H. Thompson, Chairman  
Henderson County Board of Commissioners

/lo