

# Macon County



**MACON COUNTY BOARD OF COMMISSIONERS**  
**AUGUST 8, 2023**  
**6 P.M.**  
**AGENDA**

1. Call to order and welcome by Chairman Higdon
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations - None
10. Old Business
  - (A) Discussion regarding additional services for the Franklin High School project – LS3P Senior Project Manager Emily Kite
  - (B) Highlands Middle School renovation project update and next steps - LS3P Senior Project Manager Emily Kite
  - (C) Letter from Macon, Jackson, and Swain County Managers concerning review of the Fontana Regional Library Agreement – Manager Derek Roland
11. New Business
  - (A) Discussion regarding the receipt of grant funding and consideration of the addition of positions for Housing – Housing Director John Fay

- (B) Discussion regarding contracts for volunteer fire departments – Emergency Management Director Warren Cabe
- (C) Use of county property by Friends of the Greenway (FROGS) – Commissioner Gary Shields and Rita St. Clair
- (D) Discussion and approval of lease extension for USDA Macon Service Center – Finance Director Lori Hall
- (E) Changes to Memorandum of Understanding (MOU) between Macon County Board of Commissioners, Cooperative Extension Services, NC State, and NC A&T State University – County Extension Director Christy Bredenkamp
- (F) Tax refund for parcels located in Swain County – Tax Administrator Abby Braswell

1. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- (A) Minutes of the July 11, 2023, regular meeting
- (B) Macon County Public Health Billing Guide
- (C) Macon County Public Health Fee Plan
- (D) Service Contract for Franklin Chamber of Commerce
- (E) Service Contract for Highlands Chamber of Commerce
- (F) Budget Amendments #10-28
- (G) Tax releases for the month of July in the amount of
- (H) Monthly ad valorem tax collection report – no action necessary

2. Appointments

- a. Southwestern Community College Board of Trustees (1 seat)
- b. Jury Commission (1 seat)

3. Closed session as allowed under NCGS

4. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### CATEGORY – OLD BUSINESS

**MEETING DATE: August 8, 2023**

10(A). Ms. Emily Kite with LS3P will be available by Zoom to provide an update on the Franklin High School (FHS) Project. Included in your packet is a proposal from Kessel Engineering for supplemental Geotech exploration on the FHS campus north of the building (FrogTown) in the amount of \$11,500. Engineers would like to complete the field work after the August 8 Commissioners' meeting. It would be good for the engineers to be done with the field work before school starts so they are not in the way at the start of the school year. Additionally, a proposal from Sprinkle Surveying in the amount of \$7,500 will be discussed. These two proposals equal \$19,000. The board will need to approve a resolution exempting engineering services for this project and a resolution exempting surveying services and a budget amendment all of which are included in your packet.

10(B). Ms. Emily Kite with LS3P will be available by Zoom to provide an update on the Highlands Middle School renovation project update and next steps. The following email correspondence dated July 21, 2023 will be included in the discussion.

**From:** Susan Wilson <[swilson@beverly-grant.com](mailto:swilson@beverly-grant.com)>

**Sent:** Friday, July 21, 2023 2:59 PM

**To:** Emily Kite <[emilykite@ls3p.com](mailto:emilykite@ls3p.com)>; Jonathan Capp <[jonathancapp@ls3p.com](mailto:jonathancapp@ls3p.com)>

**Subject:** [EXTERNAL] Highlands Middle School

Good afternoon,

I have spoken with our flooring, roofer, and window subcontractors, and they can hold pricing to the end of August, possibly a little longer. When we bid this project we bid it based on having a superintendent in the area this summer through early 2024 that we could share between two projects. It is important for us to be able to work during the school year if at all possible (or over school breaks). When Jonathan and I were there this Spring, it sounded like they are willing to let us work during school hours and would empty rooms as needed for flooring and windows? This definitely needs to be discussed and coordinated as soon as they approve moving forward with some or all work so we can get things scheduled around the school calendar if required.

As requested, I broke out the work into two projects:

- HVAC only (includes steel, masonry, electrical) \$693,559
- Flooring, Roof, and Windows \$600,226

The breakdown above when added together is obviously higher than our bid on bid day due to general conditions duplications, and items that are required regardless of which project they decide to move forward with. Also, some costs are a function of durations that are also duplicated to some extent. I am happy to get on a call to review this with you just let me know.

P.S. I promise the \$600,226 is not because I know what their budget is. This is totally coincidental. Have a nice weekend.



**Susan Wilson**

Project Manager

**O** 828.274.7084; ext. 100

**M** 828.231.7865

[swilson@beverly-grant.com](mailto:swilson@beverly-grant.com)

[www.beverly-grant.com](http://www.beverly-grant.com)

70 Peachtree Rd., Suite 210  
Asheville, NC 28803

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10(C). Included in your packet is a letter from Macon, Jackson, and Swain County Managers concerning review of the Fontana Regional Library Agreement. Mr. Roland will be able to provide more information during the discussion.

June 26, 2023

Mr. Derek C. Roland  
County Manager, Macon County  
c/o Ms. Emily Kite, AIA  
LS3P  
[emily.kite@ls3p.com](mailto:emily.kite@ls3p.com)



**Proposal for Test Pit Exploration and  
Preliminary Slope Stability Analyses  
Franklin High School – New Concept Plan  
Franklin, North Carolina  
KEG Proposal No. PA21-3576-02**

Mr. Roland:

Kessel Engineering Group, PLLC (KEG) is pleased to submit this proposal for test pit exploration and preliminary slope stability analyses for the Franklin High School proposed new concept plan at the existing Franklin High School located in Franklin, North Carolina. Included in this proposal is a summary of our understanding of the project information, our proposed scope of services for the geotechnical exploration, our estimated schedule for performing the work, and our requisite compensation and authorization for providing the outlined scope of services.

**PROJECT INFORMATION**

Previous project information was documented in our *Report of Preliminary Geotechnical Exploration*, dated February 22, 2022, KEG Project No. JA21-4368-01. Current project information was provided during multiple email and telephone correspondence between Ms. Emily Kite, AIA (LS3P), Mr. Daniel Hyatt, RLA (Wade Trim), and our Mr. Ian Johnson, P.E. Additional information was gathered during a May 2023 visit to the project site by Mr. Johnson. We have also been provided with the following pertinent documents:

- *Franklin High School Stadium – Grading 2 of 2*, Sheet C3.2, dated 2022.10.21, by Wade Trim, marked “Not for Construction”, and showing existing and proposed topographic contours, and proposed site retaining wall footprint with wall elevations.
- A file entitled *CGP-BASE-STADIUM-LSP20010A-Model.pdf*, undated, provided by Wade Trim, and showing five (5) requested test locations.

Potential project plans include lowering the upper practice field at the project site to accommodate construction of a new school facility. Earthwork cuts on the order of 8 to 10 feet are anticipated to bring the area to a final grade of approximately 2,100 feet MSL. A site retaining wall several hundred feet long is planned along the north side of the proposed building pad and will have maximum heights on the order of 30 feet, and will retain earthwork fills. Several fill slope areas will be constructed directly below the site retaining wall at inclinations of 2H:1V (horizontal to vertical) and will tie into the existing slope. We also understand that consideration is being given to wasting excess cut soils from the practice field at the base of the slope in this area.

The existing slope in the area is on the order of 65 to 70 feet tall with an overall inclination on the order of 2.5H:1V to 3H:1V. Localized areas of the slope are near-vertical, and some localized scarps indicative of past slope failures were observed during our site visit. The base of the existing slope is relatively flat, and a small creek is present in the general area. The slope is moderately wooded with thin to moderately dense underbrush. We understand that permissions will be granted by the Owner of this lower parcel (Macon County) to perform exploration work in the area near the base of the slope.

**KESSEL ENGINEERING GROUP**

582 HENDERSONVILLE ROAD SUITE ONE | ASHEVILLE NC 28803 | P:[828] 277-6351 F:[828] 277-6355  
[WWW.THEKESSELGROUP.COM](http://WWW.THEKESSELGROUP.COM)

## **PROPOSED SCOPE OF SERVICES**

Due to the steep existing conditions along the slope, performance of soil test borings with a drill rig to explore the subsurface conditions at the slope would require significant earthwork grading (i.e. temporary roadways) to gain access for the drill rig. To help minimize the expense and site disturbance of this exploration, we therefore propose to explore the site by performing a series of test pits.

We propose to explore the site by performing a series of five (5) near the locations shown on the attached Figure 1. Test pits will extend to depths of 9 feet below the existing ground surface, or until trackhoe refusal, whichever occurs first. Dynamic cone penetrometer (DCP) testing will be performed in each test pit. Encountered materials will be visually classified by examining the soils brought to the surface by the excavation equipment. Test pits will be backfilled prior to demobilizing the excavation equipment from the site.

During the performance of test pits, we propose to gather a series of modified Shelby tube (“undisturbed”) samples from the slope where residual soils are present. The number of samples required depends on the soil conditions encountered at the site; however, we have assumed two sets of three undisturbed samples (6 total) will be obtained. At a minimum, laboratory testing will include two (2) consolidated undrained triaxial shear tests (ASTM D4767). Soils data developed from triaxial shear tests of onsite soils will be critical for overall slope stability analyses and future site retaining wall design in the area. Additional laboratory testing may include the following: grain size analysis, liquid limits, plastic limits, and in-situ moisture content.

Our test pit exploration will be directed and supervised by a registered professional engineer specializing in geotechnical engineering. A report which presents our test pit exploration and results of our preliminary slope stability analyses will be provided. At a minimum, our report will include the following:

- An explanation of field and laboratory test procedures and presentation of test results including subsurface conditions.
- Estimated subsurface profiles as necessary to illustrate subsurface conditions including dynamic cone penetration resistance test data, ground-water levels and depths to refusal materials, if encountered.
- An evaluation of the site considering the proposed project and estimated subsurface conditions, as well as results of preliminary global slope stability analyses of the subject slope.
- General geotechnical recommendations for modifications to the conceptual slope and site retaining wall layouts, if required.

If we determine that additional subsurface exploration and/or laboratory testing are required, we will provide a recommended supplemental scope of work.

We note that our current scope of service is limited to the aforementioned slope area and does not extend to other areas at the overall project site. Our current scope of service does not include detailed design recommendations for slope remediation, if required. Design of the aforementioned site retaining wall is also beyond our current scope of service. Civil design services are beyond our scope of service and area of expertise. The assessment of site environmental conditions for the presence or absence of pollutants in the soil, rock, or groundwater of the site is beyond our scope of service.

**SITE COORDINATION**

Prior to mobilizing onsite, we will contact NC811 for public underground utility location services. However, if private underground utilities are located at the site within the proposed test areas, we require that the Owner/Client locate these lines prior to our mobilization. We will coordinate our field work with the administration at FHS (or as otherwise directed). If special requirements for field work are required (e.g., weekend work, etc.), KEG should be notified in advance.

We anticipate that some minor site disturbance will be required to access the proposed test locations; however, we do not anticipate that erosion control measures will be required due to our site disturbance, and we do not propose to provide these services at this time. Please note that we may elect to access the upper test pit locations from the practice field elevation, or directly off Phillips Street. Lower test pit locations will be accessed directly off Phillips Street.

**SCHEDULE**

Based on our subcontractor’s present schedule, we can begin field work within approximately 10 working days of receiving written authorization to proceed and after underground utilities are located. Field work associated should be completed within two working days, weather permitting. Laboratory work associated with triaxial shear testing of undisturbed specimens should be completed within two weeks after completion of our field work. Our written report will be provided approximately two weeks after completion of the field and laboratory work.

**COMPENSATION**

We will provide the scope of service outlined in this proposal for a lump sum fee of **\$11,500**. This includes subcontractor costs associated with mobilizing/providing the excavation equipment to perform test pits (approximately \$3,200 for two days onsite), and subcontractor laboratory costs associated with transport and triaxial shear testing of two (2) undisturbed sample sets (approximately \$2,525).

If unexpected site or subsurface conditions are encountered and it becomes necessary to modify our field exploration plan, we will contact you to discuss recommended variations in the exploration plan and any subsequent fee changes. Our fee estimate is effective for a period of three months from the date of this proposal. We do not anticipate that erosion control measures will be required due to our site disturbance; however, if these services are required by the Client and/or Macon County officials, we will provide them to the Client at our cost plus 15%.

**AUTHORIZATION**

To authorize us to provide the scope of service outlined herein, please complete and return one copy of the enclosed Acceptance Sheet. Please note that the attached Terms and Conditions are a part of this proposal. Exceptions to this proposal or special requirements not covered in the proposal should be listed on the Acceptance Sheet. If a purchase order is issued to us for providing the services outlined in this proposal, please reference the proposal number noted on this proposal and the date in the purchase order. Issuance of a purchase order will be an acceptance of this proposal and associated documentation, and considered authorization to provide the services outlined herein.

Kessel Engineering Group, PLLC appreciates the opportunity to offer our professional geotechnical engineering services to you on this project. Please feel free to contact us if you have any questions or if we may be of further assistance.

Sincerely,  
**KESSEL ENGINEERING GROUP, PLLC**

  
Ian Johnson, P.E.  
Senior Engineer

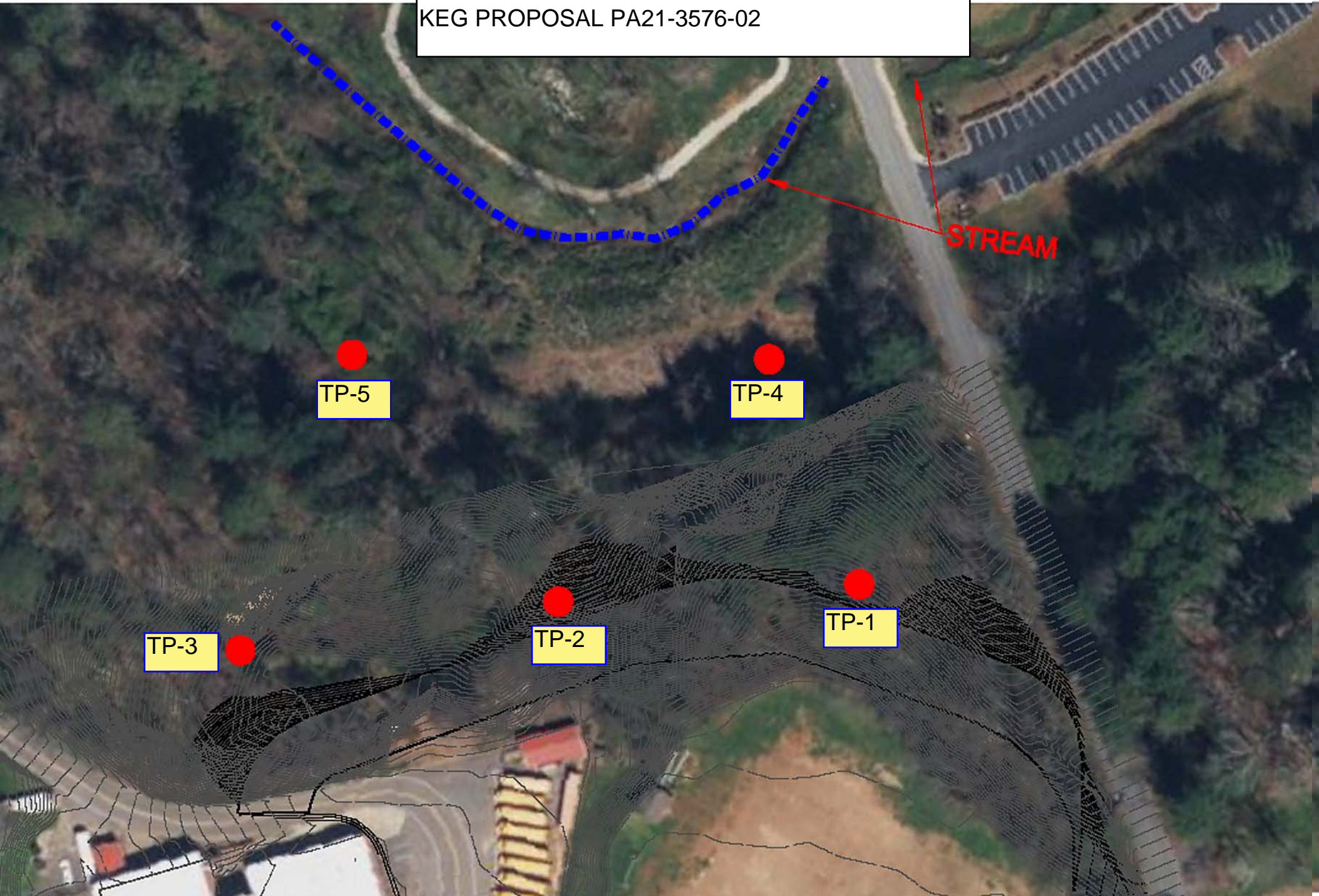
  
Matthew Gibson, P.E.  
Project Engineer

Attachments: Figure 1: Proposed Test Location Plan  
Acceptance Sheet  
Terms and Conditions

Distribution: Ms. Emily Kite, AIA, LS3P; via email at [emily.kite@ls3p.com](mailto:emily.kite@ls3p.com)



FIGURE 1: PROPOSED TEST LOCATION PLAN  
KEG PROPOSAL PA21-3576-02



KESSEL ENGINEERING GROUP, PLLC  
582 Hendersonville Road, Suite One  
Asheville, North Carolina 28803

Phone (828) 277-6351  
Fax (828) 277-6355

### ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services as outlined in the attached proposal. Compensation for our services will be based on the lump sum amount indicated on the attached proposal. If we are requested to modify the scope of work or determine during the execution of the work that a modification of scope is required, we will confirm in writing a mutually agreeable revision of the scope of work and associated fees. Please note that the Terms and Conditions are a part of this contract. Please list any exceptions or special requirements in the space provided below under "Special Instructions". Our written report will be issued electronically via email. Please indicate in the "Special Instructions" section if paper copies of transmittals are required.

**Proposal for Test Pit Exploration and  
Preliminary Slope Stability Analyses  
Franklin High School – New Concept Plan  
Franklin, North Carolina  
KEG Proposal No. PA21-3576-02**

**WORK AUTHORIZED BY:**

**REMIT INVOICE TO: (if different)**

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Title

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Title

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Company Name

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Company Name

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Address

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City, State, Zip

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City, State, Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Billing Contact, Phone Number

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
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\_\_\_\_\_

## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Kessel Engineering Group PLLC., through and by its officers, employees and subcontractors, (hereinafter KEG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Client agrees to pay KEG's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if KEG's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, KEG may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by KEG within 60 days of Client's receipt of KEG's invoice. Invoices will be sent approximately monthly for the services performed.
3. **STANDARD OF CARE.** KEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of KEG's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
4. **INSURANCE.** KEG maintains insurance coverage as follows:
  - a. Worker's Compensation Insurance.
  - b. Employer's Liability Insurance.
  - c. Commercial General Liability Insurance.
  - d. Professional Errors and Omission.Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from KEG of \$10.00, receipt of which is hereby acknowledged, Client agrees that KEG's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by KEG will be limited to an aggregate of \$10,000 or KEG's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, KEG agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by KEG and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.
6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

KEG's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. KEG's field personnel will avoid hazards or utilities which are visible to them at the site. If KEG is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. KEG is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of KEG's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold KEG, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

KEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in KEG's proposal, KEG's charges do not include cost of restoration due to any related damage which may result. If Client requests KEG to repair such damage, KEG will do so at an appropriate additional cost.

Field tests or boring locations described in KEG's report or shown on sketches are based on specific information furnished by others or estimates made in the field by KEG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in KEG's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of KEG or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by KEG be involved in the project, Client will advise such contractor(s) that KEG's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of KEG's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of KEG) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that KEG will not be responsible for job or site safety or security on the project, other than for KEG's employees and subcontractors, and that KEG does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KEG's services. If this occurs, KEG will promptly notify and consult with Client, but will act based on KEG's sole judgment where risk to KEG personnel is involved. Possible actions could include:
  - a. Complete the original Scope of Services in accordance with the procedures originally intended in KEG's proposal, if practicable in KEG's judgment;
  - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
  - c. Terminate the services effective on the date specified by KEG in writing.

9. **DOCUMENTS.** KEG will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
  - a. All documents generated by KEG under this Agreement shall remain the sole property of KEG. Any unauthorized use or distribution of KEG's work shall be at Client's and recipients sole risk and without liability to KEG. KEG may retain a confidential file copy of its work product and related documents.
  - b. If Client desires to release, or for KEG to provide, our report(s) to a third party not described above for that party's reliance, KEG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that KEG's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for KEG and by this request Client waives any such claim if KEG complies with the request.

- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by KEG pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without KEG's prior written approval.
- d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by KEG for proper performance of our services. KEG may rely upon Client-provided documents in performing the services required under this Agreement; however, KEG assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but KEG may retain one confidential file copy as needed to support its report.
- e. Upon Client's request, KEG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by KEG in its files, with at least one written copy provided to Client, shall be the official base document. KEG makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to KEG's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to KEG. Such magnetic copy is subject to all other conditions of this Agreement.
10. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
11. OPINIONS OF COST. If requested, KEG will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, KEG's designs or KEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with KEG. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KEG's control.
12. TESTIMONY. Should KEG or any KEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and KEG is not a party in the dispute, then KEG shall be compensated by Client for the associated reasonable expenses and labor for KEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides KEG such compensation, Client will receive a credit or refund on any related double payments to KEG.
13. CONFIDENTIALITY. KEG will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
14. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.
15. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and KEG. Client may issue purchase orders to KEG to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.
16. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and KEG shall survive the completion of the services and the termination of this Agreement.
17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior permission of the other.
19. CONSIDERATION. The parties agree that the charges for KEG's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
20. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**END OF DOCUMENT**



July 24, 2023

Dear Commissioners,

The Fontana Regional Library Agreement between Macon, Jackson and Swain Counties requires a review of the Agreement every 10 years. That agreement is up for review at this time, and the Macon, Jackson and Swain County Managers met on July 20, 2023 to discuss what areas could be improved upon.

The three Managers felt the Fontana Library System has positively affected all counties within its membership through providing citizens with convenient access to informational and educational resources for over 75 years. We further agreed that the multi-county collaboration was the most efficient and effective way to continue providing library services as it provides opportunities for service and resource allocations beyond the financial and service capacities of the individual county governments and libraries. While the Regional Library Agreement has worked well to govern the multi-county library system for the past decade, we are in agreement that the existing agreement could be improved to increase communication and coordination between local government units and the Fontana Regional Library System.

The revision that we feel would be most beneficial to all of our citizens was to move appointment authority for the Fontana Regional Library Board of Trustees from the local county library boards to the Boards of Commissioners for each county. We believe that this "direct connection" between the local governments who are responsible for creating and funding the multi-county library system and the policymaking body for that system will be more reflective of the elected bodies, improve communications and make the services more responsive to all of our citizens.

In the event that all three County Boards and the Fontana Regional Library agree with the proposed change to the appointment process, we will make this revision to the Regional Agreement. Moving forward, the new appointment process will be used to fill all seats on the Fontana Regional Library Board of Trustees as they become vacant.

Sincerely,

Handwritten signature of Derek C. Roland in black ink.

Derek C. Roland  
Macon County Manager

Handwritten signature of Kevin King in blue ink.

Kevin King  
Swain County Manager

Handwritten signature of Don Adams in blue ink.

Don Adams  
Jackson County Manager

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### CATEGORY – NEW BUSINESS

**MEETING DATE: August 8, 2023**

11(A). Housing Director John Fay will share details of grant funding that has been received by the department and will be requesting the addition of four positions (1 Retrofit Installer (Grade 24), 1 Coordinator/Auditor/Team Leader (Grade 26), 1 Auditor/Team Leader (Grade 26), and 1 Administrative Specialist (Grade 26). Copies of the proposed organizational chart and budget documents are included in your packet.

11(B). Emergency Management Director Warren Cabe will present a draft of rural and municipal fire department contract revisions. A copy of these draft documents are included in your packet and are for review only. Approval will be requested after the Board has sufficient time for consideration and review, possibly at the September meeting.

11(C). Commissioner Gary Shields and Ms. Rita St. Clair with Friends of the Greenway (FROGS) will discuss the continued and future use of the county property currently used by FROGS. Ms. St. Clair will have handouts of information at the meeting.

11(D). Included in your packet is a lease extension between Macon County and the U.S. Department of Agriculture for the use of space at 189 Thomas Heights Road for a term of five years beginning April 1, 2023. The terms of the lease are the same as the current five-year lease which ended March 31, 2023, and there has not been a lapse in lease payments.

11(E). County Extension Director Christy Bredenkamp will be present to discuss changes to the Memorandum of Understanding (MOU) between Macon County Board of Commissioners, Cooperative Extension Services, NC State, and NC A&T State University. A summary document and copy of the MOA are included in your packet.

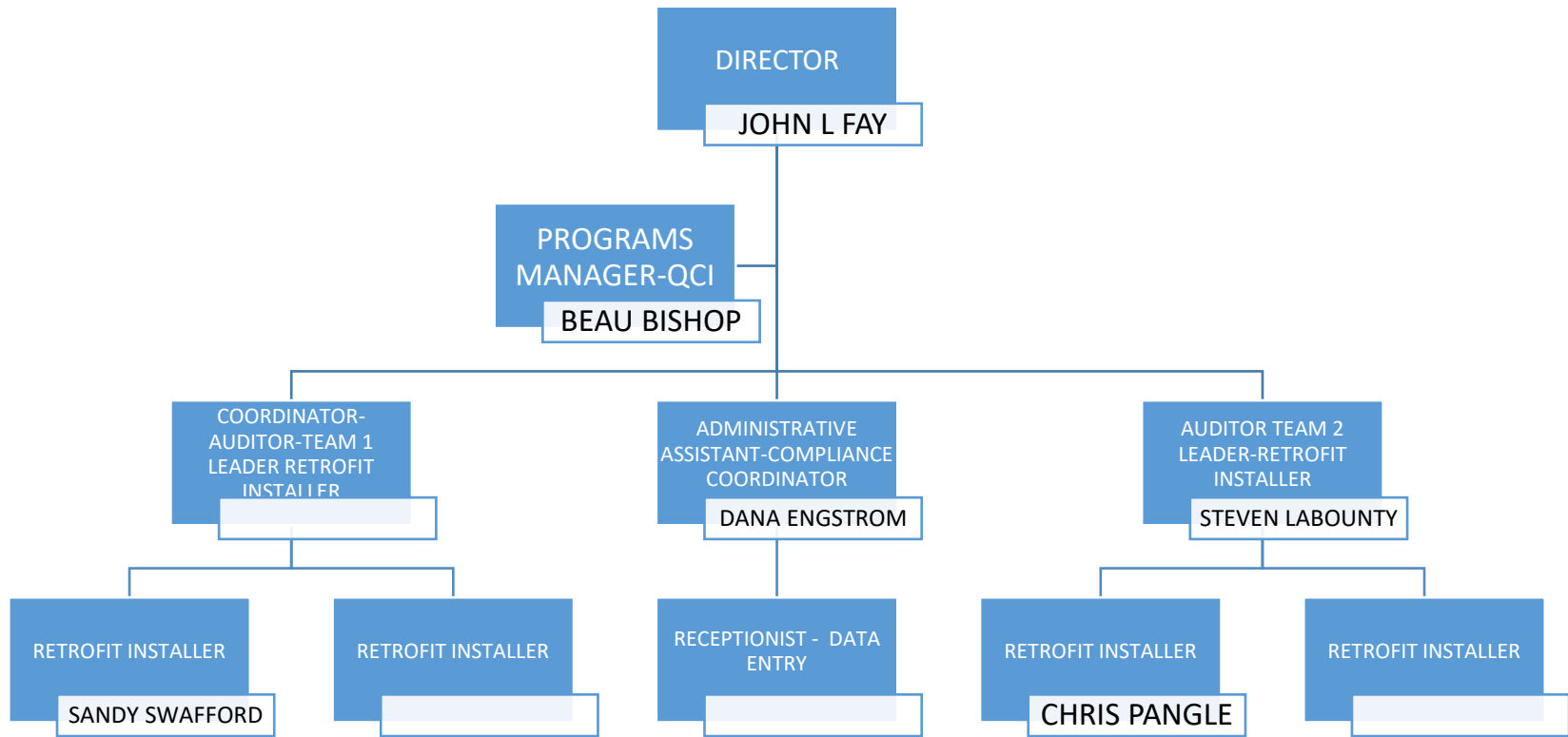
11(F). Tax Administrator Abby Braswell will present a request to refund taxes paid on 12 parcels that have been determined to reside in Swain County. A copy of a memo from Ms. Braswell and a property map are included in your packet and Ms. Braswell can answer questions at the meeting.

SALARY CALCULATOR																					
ANNUAL										TOTAL COSTS											
FIELD STAFF	Salary	Med/FICA	Hospital	Life Ins.	Retirement	401K	TOTALS	COLOR CODES		STAFF	Salary	Med/FICA	Hospital	Life Ins.	Retirement	401K	TOTALS	HOURS	TOTAL COST		
MANAGER	\$53,052.97	\$4,058.55	\$9,677.04	\$51.84	\$6,843.83	\$1,061.06	\$74,745.29	CURRENT EMPLOYEES		MANAGER	\$53,052.97	\$4,058.55	\$9,677.04	\$51.84	\$6,843.83	\$1,061.06	\$74,745.29	2,080.10	\$74,745.29		
INSTALLER	\$39,007.28	\$2,984.06	\$9,677.04	\$51.84	\$5,031.94	\$780.15	\$57,532.30	PROPOSED NEW HIRES		INSTALLER	\$39,007.28	\$2,984.06	\$9,677.04	\$51.84	\$5,031.94	\$780.15	\$57,532.30	2,080.10	\$57,532.30		
INSTALLER	\$37,843.00	\$2,894.99	\$9,677.04	\$51.84	\$4,881.75	\$756.86	\$56,105.48			INSTALLER	\$37,843.00	\$2,894.99	\$9,677.04	\$51.84	\$4,881.75	\$756.86	\$56,105.48	2,080.10	\$56,105.48		
INSTALLER	\$38,424.88	\$2,939.50	\$9,677.04	\$51.84	\$4,956.81	\$768.50	\$56,818.57			INSTALLER	\$38,424.88	\$2,939.50	\$9,677.04	\$51.84	\$4,956.81	\$768.50	\$56,818.57	2,080.10	\$56,818.57		
NEW leader	\$38,512.24	\$2,946.19	\$15,027.36	\$51.84	\$4,968.08	\$770.24	\$62,275.95			NEW leader	\$38,512.24	\$2,946.19	\$15,027.36	\$51.84	\$4,968.08	\$770.24	\$62,275.95	2,080.10	\$62,275.95		
NEW INSTALLER	\$34,931.00	\$2,672.22	\$15,027.36	\$51.84	\$4,506.10	\$698.62	\$57,887.14			NEW INSTALLER	\$34,931.00	\$2,672.22	\$15,027.36	\$51.84	\$4,506.10	\$698.62	\$57,887.14	2,080.10	\$57,887.14		
NEW INSTALLER	\$34,931.00	\$2,672.22	\$15,027.36	\$51.84	\$4,506.10	\$698.62	\$57,887.14			NEW INSTALLER	\$34,931.00	\$2,672.22	\$15,027.36	\$51.84	\$4,506.10	\$698.62	\$57,887.14	2,080.10	\$57,887.14		
							\$0.00			TOTAL FIELD STAFF COST										\$423,251.87	
COMPLIANCE	\$38,512.24	\$2,946.19	\$9,677.04	\$51.84	\$4,968.08	\$770.24	\$56,925.63			COMPLIANCE	\$38,512.24	\$2,946.19	\$9,677.04	\$51.84	\$4,968.08	\$770.24	\$56,925.63	2,080.10	\$56,925.63		
NEW ADM	\$31,684.12	\$2,423.84	\$15,027.36	\$51.84	\$4,087.25	\$633.68	\$53,908.09			NEW ADM	\$31,684.12	\$2,423.84	\$15,027.36	\$51.84	\$4,087.25	\$633.68	\$53,908.09	2,080.10	\$53,908.09		
TOTALS	\$346,898.73	\$26,537.75	\$108,494.64	\$466.56	\$44,749.94	\$6,937.97	\$534,085.59			TOTAL ADMINISTRATIVE STAFF COST										\$110,833.72	
										COLOR CODES		NEW HIRES		CURRENT STAFF							
HOURLY										FIELD SALARY (+) 2023-2024 AVAILABLE FUNDS											
STAFF	Salary	Med/FICA	Hospital	Life Ins.	Retirement	401K	TOTALS	ENTER HOURS	COST	DOE	LIHEAP	HARRP	ESFRLP23	URP23	DOGWOOD H.H.	DUKE WX	DUKE H.H.	COUNTY	TOTAL AVAILABLE		
MANAGER	\$25.50	\$1.95	\$4.65	\$0.02	\$3.29	\$0.51	35.9327036	2080.1	\$74,743.62	\$43,678	\$205,058	\$4,197	\$45,000	\$35,000	\$20,000	\$45,000	\$25,000	\$0	\$422,933		
INSTALLER	\$18.75	\$1.43	\$4.65	\$0.02	\$2.42	\$0.38	27.6578097	2080.1	\$57,531.01	NOTE Total cost reflects the addition of three new field positions to increase capacity to complete obligations.										TOTAL COST	\$423,242
INSTALLER	\$18.19	\$1.39	\$4.65	\$0.02	\$2.35	\$0.36	26.9718845	2080.1	\$56,104.22	DUKE WX Program funds based on Weatherization Program measures cost returning expenses incurred by Weatherization											
INSTALLER	\$18.47	\$1.41	\$4.65	\$0.02	\$2.38	\$0.37	27.3146939	2080.1	\$56,817.29	DUKE H.H. Program funds based on qualified repairs to client homes.											
NEW leader	\$18.51	\$1.42	\$7.22	\$0.02	\$2.39	\$0.37	29.9382491	2080.1	\$62,274.55	FUNDS FROM ESFRLP23 & URP23 CANNOT BE BLENDED WITH EACH OTHER, ALL OTHER PROGRAMS CAN BLEND WITH EACH OTHER INCLUDING ESFRLP23 & URP23.											
NEW INSTALLER	\$16.79	\$1.28	\$7.22	\$0.02	\$2.17	\$0.34	27.8283933	2080.1	\$57,885.84												
NEW INSTALLER	\$16.79	\$1.28	\$7.22	\$0.02	\$2.17	\$0.34	27.8283933	2080.1	\$57,885.84												
TOTAL FIELD STAFF COST										\$423,242.37											
										ADMINISTRATIVE SALARY (+) 2023-2024 AVAILABLE FUNDS											
COMPLIANCE	\$18.51	\$1.42	\$4.65	\$0.02	\$2.39	\$0.37	27.3661613	2080.1	\$56,924.35	DOE	LIHEAP	HARRP	ESFRLP23	URP23	DOGWOOD H.H.	DUKE WX	DUKE H.H.	COUNTY	TOTAL		
NEW ADM	\$15.23	\$1.17	\$7.22	\$0.02	\$1.96	\$0.30	25.9155227	2080.1	\$53,906.88	\$15,335	\$24,145	\$12,411	\$7,000	\$10,000	\$0	\$3,500	\$0	\$38,440	\$110,831		
TOTALS	\$151.53	\$11.59	\$44.93	\$0.20	\$19.55	\$3.03	230.8382887	TOTAL ADMN	\$110,831.23	NOTE County admin budgeted at \$50,346. Amount needed for added staff is \$33,090.										TOTAL COST	\$110,831
TOTAL ALL STAFF COST										\$534,073.60											
CALCULATION DATA										2022 -2023 SALARY & BENEFITS COST											
STAFF	Salary	Med/FICA	Hospital	Life Ins.	Retirement	401K	LAST UPDATE	NOTES		FIELD STAFF	Salary	Med/FICA	Hospital	Life Ins.	Retirement	401K	TOTALS				
MANAGER	\$53,052.97	7.65%	\$9,677.04	\$51.84	12.90%	2.00%	8/1/2023			MANAGER	\$53,052.97	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$62,781.85				
INSTALLER	\$39,007.28	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				INSTALLER	\$39,007.28	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$48,736.16				
INSTALLER	\$37,843.00	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				INSTALLER	\$37,843.00	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$47,571.88				
INSTALLER	\$38,424.88	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				INSTALLER	\$38,424.88	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$48,153.76				
NEW leader	\$38,512.24	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				NEW leader	\$38,512.24	\$0.00	\$15,027.36	\$51.84	\$0.00	\$0.00	\$53,591.44				
NEW INSTALLER	\$34,931.00	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				NEW INSTALLER	\$34,931.00	\$0.00	\$15,027.36	\$51.84	\$0.00	\$0.00	\$50,010.20				
NEW INSTALLER	\$34,931.00	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				NEW INSTALLER	\$34,931.00	\$0.00	\$15,027.36	\$51.84	\$0.00	\$0.00	\$50,010.20				
0	\$0.00	7.65%	\$9,677.04	\$51.84	12.90%	2.00%											\$0.00				
COMPLIANCE	\$38,512.24	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				COMPLIANCE	\$38,512.24	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$48,241.12				
NEW ADM	\$31,684.12	7.65%	\$9,677.04	\$51.84	12.90%	2.00%				NEW ADM	\$31,684.12	\$0.00	\$9,677.04	\$51.84	\$0.00	\$0.00	\$41,413.00				
TOTALS	\$315,214.61	7.65%	\$96,770.40	\$518.40	12.90%	2.00%				TOTALS	\$346,898.73	\$0.00	\$103,144.32	\$466.56	\$0.00	\$0.00	\$450,509.61				
				ANNUAL HOURS		2080.1															



22-23 TO 23-24 UNIT/CREW COMPARISON & 2023-2024 NEEDS						
22-23		23-24	%CHANGE	22-23 CREW	23-24	AVG CREW
DOE	8	12	150%	3	4.5	7.08
LIHEAP	9	29	322%	3	9.66	
HARRP	12	25	208%			

22-23 TO 23-24 BUDGET COMPARISON & 2023-2024						
22-23		23-24	%CHANGE	22-23 CREW	23-24	AVG CREW
DOE	\$118,779.00	\$99,913.00		3	4.5	7.08
LIHEAP	\$149,106.00	\$344,728.00		3	9.66	
HARRP	\$103,177.00	\$241,608.00				



STATE OF NORTH CAROLINA  
COUNTY OF MACON

**CERTIFICATE OF FINANCE OFFICER:**

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

This the \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Macon County Finance Officer

MACON COUNTY CONTRACT FOR FIRE PROTECTION WITH THE TOWN OF \_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE TOWN OF \_\_\_\_\_, a municipal corporation (hereinafter "TOWN") and controlling authority of \_\_\_\_\_ Fire and Rescue (hereinafter "DEPARTMENT", and the COUNTY OF MACON, a political subdivision of the State of North Carolina( hereinafter "COUNTY");

W I T N E S S E T H:

WHEREAS, Fire Protection Service Districts have been duly and properly created, defined and established in the County of Macon pursuant to the provisions of Article 16 of Chapter 153A of the North Carolina General Statutes in order to provide fire protection services to areas encompassed by such districts; and

WHEREAS pursuant to N.C. Gen. Stat. §§ 153A-233, 153A-301 and 153A-305, the COUNTY may provide fire protection services in defined service districts by contract with one or more municipal and/or one or more incorporated volunteer fire departments; and

WHEREAS, the COUNTY is authorized under the provisions of N.C. Gen. Stat. §§153A-305 and 153A-307 to levy property taxes within defined service districts, in addition to those levied throughout the county and in such amount as allowed by applicable law, in order to finance, provide or maintain for the DISTRICT, known as \_\_\_\_\_ District as shown upon the Fire District Map approved by the Macon County Board of Commissioners, a copy of which is attached hereto, services provided therein in addition to or to a greater extent than those financed, provided or maintained for the entire county; and

WHEREAS, the COUNTY has heretofore furnished fire protection services in the DISTRICT, to the extent of the taxes collected pursuant to statutory authorization, by contracting with the DEPARTMENT to furnish fire protection in said DISTRICT; and

WHEREAS, the DISTRICT is currently served by the DEPARTMENT; and

WHEREAS, the Board of County Commissioners, in accordance with the provisions of N.C. Gen. Stat. §159-14, must set a special tax rate based on an annual budget estimate setting forth the monetary requirements for providing fire protection services that year in the DISTRICT and keep and administer said monies in a separate and special revenue fund (hereinafter "Revenue Fund") to be used only for furnishing fire protection services within the DISTRICT; and

WHEREAS, the Board of County Commissioners, also acting pursuant to N.C. Gen. Stat. §159-14, must adopt an annual budget ordinance appropriating tax monies levied and collected from the fire protection service districts and authorizing transfers and expenditures from the Revenue Fund only for fire protection services in the respective fire districts as specified in contracts with fire departments; and

WHEREAS, Chapter 159 of the North Carolina General Statutes provides that the County Budget Ordinance may be in any form that the Board of County Commissioners deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special service district whose taxes are collected by the COUNTY; and

WHEREAS, pursuant to N.C. Gen. Stat. §§153A-13, 153A-233 and 153A-305, both the DEPARTMENT and the COUNTY desire to enter into a continuing contract to provide fire protection services in the DISTRICT and to have such contract supersede and take the place of any contracts previously executed;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEPARTMENT and the COUNTY do hereby promise and agree as follows:

(1) PAYMENT OF FUNDS TO THE DEPARTMENT. So long as this Contract remains in effect, the COUNTY agrees to make funds available to the DEPARTMENT from the proceeds of the special fire protection service district fee levied and collected from the within the DISTRICT known as \_\_\_\_\_ District as shown upon the Fire District Map approved by Macon County Board of Commissioners, a copy of which is attached hereto as Exhibit B and as further shown Exhibit B-1 attached hereto. The amount of such service fee levy shall be determined by the Board of the County Commissioners from year to year. Payments will be made on a monthly basis issued by the 15<sup>th</sup> day of the following month provided this Contract remains in effect. All of the proceeds of the special fire protection service district tax will be remitted to the DEPARTMENT unless the DEPARTMENT is in breach of contract or funds are aggregated from various DEPARTMENT districts and utilized for a joint purchase to benefit multiple departments through volume pricing or some similar benefit.

(2) FIRE PROTECTION SERVICES REQUIRED. So long as this Contract remains in effect, the DEPARTMENT will furnish not less than protection class 7 fire protection to the five(5) mile district area and not less than protection class 9 fire protection to the six(6) mile district area and emergency medical and rescue services that the DEPARTMENT is licensed, certified, approved and/or trained to provide to all property located within the boundaries of the DISTRICT. The DEPARTMENT will also provide emergency preparedness/protective measures when the COUNTY is exposed to a hazard as defined in 42 U.S.C. § 5195a. Nothing in this Contract shall be construed to prevent the DEPARTMENT from rendering Mutual Aid Assistance to any other Fire Department within the discretion of the Chief or Officer in Charge. The DEPARTMENT will respond and provide automatic aid for structure fires in neighboring districts When responding in such a capacity, the DEPARTMENT will dispatch a piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water immediately. "Fire Protection" shall specifically include the provision of such emergency medical, and rescue services that the DEPARTMENT is licensed and trained to provide in order to protect the persons within the DISTRICT from injury or death. Nothing shall be construed to prevent the DEPARTMENT from providing Fire Service or Mutual Aid Assistance so long as the DEPARTMENT continues to provide service to said DISTRICT at a level no less than the DEPARTMENT's current insurance rating as determined by the North Carolina Department of Insurance. Further, the DEPARTMENT may furnish Fire Service to areas not within the boundaries of any Fire District on an equipment and personnel basis within the discretion of the Chief or Officer in Charge.

(3) LIMITATION ON USE OF FIRE SERVICE DISTRICT TAX. Funds paid by the COUNTY to the DEPARTMENT shall be used for one or more of the following purposes, and for no other purposes:

- A. Purchase and maintenance of equipment;
- B. Purchase, construction and repair of fire stations;
- C. Amortization of loans incurred for purchase, construction or repair of equipment or fire stations;
- D. Operations of the DEPARTMENT;
- E. Casualty or life insurance upon DEPARTMENT members.
- F. Workers Compensation Insurance premiums.

Funds paid by the COUNTY pursuant to this Contract shall be expended only as allowed by applicable federal, state and local laws, rules, orders and regulations.

(4) ANNUAL BUDGET AND FINANCIAL RECORDKEEPING REQUIRED.

- A. The DEPARTMENT shall prepare an annual budget as part of the TOWNS's budgetary process, in accordance with applicable law.
- B. The DEPARTMENT shall use the funds subject to this Contract in accordance with the annual DEPARTMENT budget. The budget may be amended by the TOWN, the DEPARTMENT, or the TOWN's employees in accordance with applicable law.
- C. The COUNTY may inspect the financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial records, information or verification as may reasonably be requested by the COUNTY. The TOWN shall maintain a written accounting system as required by applicable law, including but not limited to the Local Government Budget and Fiscal Control Act.
- D. Copies of the proposed budget for the ensuing fiscal year and the TOWN's most recent certified annual audit shall be filed with the Macon County Fire Marshal by the third Friday in April preceding the beginning of the fiscal year.
- E. In the event that the COUNTY's review of the financial records of the DEPARTMENT reveals any deficiencies or irregularities in the financial operations of the DEPARTMENT, or reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the COUNTY shall give written notice thereof to the Fire Chief, the Town Manager, and the Mayor. Within 10 calendar days of said notice, the DEPARTMENT shall provide to the COUNTY a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the COUNTY on progress made in resolution of each issue. Resolution shall be made within 30 (thirty) days of Notice. The COUNTY may require the DEPARTMENT to provide a

certified financial audit conducted at the expense of the DEPARTMENT for serious deficiencies or irregularities. The DEPARTMENT shall be legally liable to the COUNTY for any funds expended in violation of the terms of this Contract.

- F. Should the DEPARTMENT fail to submit to the COUNTY the information required in this Contract within the time periods outlined above, the COUNTY shall suspend all funds immediately until the information is delivered as set forth above, except that the COUNTY may grant a reasonable submittal extension if the DEPARTMENT is unable to deliver the information for reasons beyond the control of the DEPARTMENT.

(5) ADDITIONAL RECORDKEEPING REQUIREMENTS. The DEPARTMENT will maintain accurate written records regarding personnel training, infection control, Articles of Incorporation, by-laws, fire district map and description, insurance district resolution, contracts with counties and municipal governments, engine/pumper service test, certified weight tickets for all apparatus, alarm log, meeting minutes, equipment inventory and apparatus inspection forms, which may be inspected at any time by or on behalf of the COUNTY.

(6) Because of the DEPARTMENT's extensive reliance on public funds for its operations, the public has a continuing interest in the DEPARTMENT'S decision-making processes and decisions regarding the spending of those funds. To ensure public trust, the TOWN agrees that its meetings will be open to the public, with the exceptions typically noted in N.C.G.S. 143-318.11 concerning Closed Sessions. The TOWN agrees to follow all applicable laws concerning such meetings.

(7) In the event of a liquidation or dissolution of the DEPARTMENT pursuant to cessation of the service or action by the TOWN all equipment and assets owned by the DEPARTMENT and not otherwise required for retirement of lawful debt will be distributed in accordance as applicable by law, except that all assets, equipment and real property acquired with tax service fee funds collected by COUNTY and appropriated to the DEPARTMENT shall be to the DEPARTMENT's budget at the time the asset, equipment and/or real property was acquired. Such assets shall be assigned or distributed as follows: (1) by the dissolving DEPARTMENT to its successor in fire protection within the DEPARTMENT's primary service area; and/or (2) to other fire departments in COUNTY through, and with the approval of the County's Board of Commissioners.

(8) ROSTER REQUIRED. The DEPARTMENT shall submit a copy of the roster sent to the Office of the State Fire Marshal, to the Macon County Fire Marshal by June 1 of each year. The roster must the minimum number of personnel required by the N.C. Office of State Fire Marshal for the department and each subsequent substation.

(9) REPORT OF RURAL FIRE CONDITIONS REQUIRED. The DEPARTMENT shall submit a Report of Rural Fire Conditions to the Office of the State Fire Marshal as required each calendar year.

(10) CALL LIST INFORMATION REQUIRED. The DEPARTMENT shall provide a list of information including DEPARTMENT mailing address, phone number, fax number, e-mail address, radio call number for all personnel, line officers, board officers, medical certifications, firefighter certifications and contact numbers for all personnel and an apparatus list to the Macon County Fire Marshal by January 31 of each calendar year.

(11) TERM OF CONTRACT. This Contract shall become effective as of the date set out in Paragraph 17 of this Agreement, subject to the continued legal existence of the DISTRICT and the DEPARTMENT, and shall continue from fiscal year to fiscal year unless sooner terminated by either party in accordance with this Contract.

(12) TERMINATION OF CONTRACT. Either party may terminate this Contract upon giving the other party at least eight (8) months advance written notice. The COUNTY may, in its discretion, immediately terminate this Contract in the event that the DEPARTMENT does not timely correct deficiencies or correct any other material breach of this Contract within a reasonable time after notice of such breach. From and after the effective date of any termination of this Contract the DEPARTMENT shall have no further obligations, including the provision of Fire Services in the DISTRICT, under this Contract and shall have no further right to receive any Fire Protection Fees collected by the COUNTY within the Fire Protection District.

(13) WORKERS' COMPENSATION INSURANCE. The DEPARTMENT will be responsible for payment of workers compensation insurance premiums.

(14) OPERATIONS DEFICIENCIES. The DEPARTMENT shall provide notice to the Macon County Fire Marshal of any facility, equipment or operations deficiencies (collectively "Operations Deficiency") which have surfaced as a result of any inspections conducted by any agency, such as the North Carolina Department of Insurance, North Carolina Office of State Fire Marshal, Insurance Services Office or the Macon County Fire Marshal's Office. The COUNTY will cause notice to be issued to the Board of Directors and Chief of the Department of any operational deficiency. The DEPARTMENT will correct such deficiency(ies) or submit a plan to the COUNTY to correct such within thirty(30) days. In the event the operational deficiency is not corrected or the COUNTY does not approve the plan for correction, COUNTY will withhold all funds payable to the DEPARTMENT pursuant to this Contract as long as the Department is determined to be Operationally Deficient. Such operations deficiencies shall include, but not be limited to the following items pursuant to the obligations to provide service pursuant to this contractual agreement:

- a. Insufficient equipment
- b. Insufficient membership
- c. Non-responses to calls for service

(15) The COUNTY, in its discretion, has the right to terminate this Contract immediately if the DEPARTMENT fails to remedy any Operations Deficiency within a reasonable time, in no case later than eight (8) months from the date the DEPARTMENT was made aware of the Operations Deficiency(s). If this Contract shall terminate without such Operations Deficiencies being corrected, the DEPARTMENT shall have no further interest in or claim upon the funds withheld.

(16) AMENDMENT TO CONTRACT. This Contract may only be amended by written agreement of the parties.

(17) EFFECTIVE DATE. This Contract shall become effective as of the date on which the last party executes this Contract.

(18) APPROVAL BY DEPARTMENT. The DEPARTMENT represents by the execution of this document that this instrument has been duly approved by the DEPARTMENT.

(19) SEVERABILITY. If any clause, paragraph, or part of this Contract is determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

(20) INDEPENDENT CONTRACTOR. The DEPARTMENT understands and agrees that, in entering into this agreement and providing services, it is acting as an independent contractor; neither the DEPARTMENT nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY.

(21) INDEMNITY AGREEMENT. The DEPARTMENT shall indemnify and save the COUNTY harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by COUNTY which are caused by the negligence of the DEPARTMENT, its agents, members, employees and personnel, to the extent of the DEPARTMENT's insurance coverage. For this reason, the TOWN shall procure all insurance coverage's stated in Exhibit A, attached., and shall cause COUNTY to be named as an "Additional Insured" for liability coverage on all policies procured.

(22) ASSIGNMENT. This Contract may not be transferred or assigned by the DEPARTMENT without the prior written consent of the COUNTY.

(23) PRIOR CONTRACTS TERMINATED. All prior Contracts for fire protection entered between the DEPARTMENT and the COUNTY shall be deemed terminated as of the effective date of this Contract and this Contract shall be deemed to supersede any prior Contracts or other agreements.

(24) NO WAIVER. Failure of the COUNTY to enforce any of the provisions of this CONTRACT at any time, or to request performance by the DEPARTMENT pursuant to any of the provisions of this CONTRACT at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the COUNTY to enforce each and every provision.

(25) COMPLIANCE WITH LAWS, RULES and REGULATIONS. The DEPARTMENT shall comply with all applicable federal, state and local laws, rules, and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(26) MINIMUM PERFORMANCE STANDARDS. The following minimum performance standards are agreed to by the COUNTY and the DEPARTMENT and are a part of this contract:



- A. DISPATCHING PROTOCOLS: Each DEPARTMENT shall comply with the COUNTY dispatching protocols.
- B. PERSONNEL (ON SCENE): Each Fire Department should have an adopted standard operating guideline or procedure that addresses the appropriate number of firefighters needed on all type fire calls. A current, valid copy of the Fire Department's guideline or procedure should be kept on file with the Macon County Fire Marshal's Office. Each Fire Department should have the goal of placing sufficient personnel on the scene when making initial attack on all structure fire calls or when responding to other emergency situations.
- C. TRAINING: Each Fire Department shall meet the minimum standard training requirements set forth by the State of North Carolina and COUNTY where applicable for providing Fire and Rescue services.
- D. FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge can not determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Macon County Fire Marshal's Office and/or the appropriate law enforcement agency to assist.
- E. RECORDS: Each Fire Department shall keep all records on site or easily accessible for at least (5) years.
- F. MEDICAL FIRST RESPONDER: Each Fire Department shall conform to the Macon County First Responder policies and procedures.
- G. EMERGENCY DISASTER RESPONSE: Each Fire Department shall follow the Macon County Emergency Operations Plan when responding to an emergency disaster.
- H. STATE OF EMERGENCY: The COUNTY may request the Fire Departments to assist with other life saving and property protection measures as necessary during a State of Emergency. All operations shall be in accordance with the Macon County Emergency Operations Plan and Macon County Emergency Management Ordinance.

(27) FEES FOR SERVICE. A service fee may be charged for false and frivolous residential or business fire alarm calls as follows: The first such alarm is free; the second such alarm will result in a letter being sent from the DEPARTMENT to the property owner requesting they correct the problem within ten (10) days; and any such calls thereafter, within a twelve month period, may result in the DEPARTMENT charging the property owner a service fee. The DEPARTMENT may attempt to file claim with an individual, insurance carrier, or other responsible party for reimbursement for consumable supplies or damaged equipment resulting from a hazardous materials incident when such expenses would place an undesirable financial burden upon the DEPARTMENT. The DEPARTMENT shall furnish other fire, rescue, medical or other such emergency protection action that they are trained and/or certified to provide without charge to all persons and property located in the DISTRICT in an efficient manner. This provision shall not prohibit the DEPARTMENT from entering into contracts with the Federal, State or local governments or utility companies for the provision of emergency protection services not inconsistent with DEPARTMENT's duties under the Contract, for a fee.

(28) GOVERNING LAW. Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Macon, North Carolina.

(29) HEADING. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(30) NOTICES. All notices which may be required by this contract or any rule of law shall be effective when deposited in an official depository of United States Postal Service or when received by hand-delivery as follows:

As to the COUNTY:                   MACON COUNTY MANAGER  
5 West Main Street  
Franklin, NC 28734-3005

With a copy to:                   MACON COUNTY FIRE MARSHAL  
104 East Main Street  
Franklin, NC 28734

As to the TOWN:                   THE TOWN OF \_\_\_\_\_  
Attn: Town Manager  
\_\_\_\_\_, NC \_\_\_\_\_

With a copy to:                   \_\_\_\_\_, FIRE AND RESCUE  
Attn: Fire Chief  
\_\_\_\_\_, NC \_\_\_\_\_

IN WITNESS WHEREOF, the Town of \_\_\_\_\_ has caused these presents to be signed in its name by its Mayor and attested by its Clerk, and the County of Macon has caused these presents to be signed in its name by the Chairman of its Board of Commissioners and attested by the Deputy Clerk of its Board of Commissioners in duplicate, each to serve as an original.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The Town of \_\_\_\_\_, a municipal corporation

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

County of Macon

---

Chairman  
Macon County Board of Commissioners

Attest:

---

Deputy Clerk to the Board

DRAFT

NORTH CAROLINA  
MACON COUNTY

I, \_\_\_\_\_, Notary Public for Macon County, North Carolina, certify that \_\_\_\_\_ and \_\_\_\_\_, personally came before me this day and acknowledged that they are Mayor and Town Clerk for the Town of \_\_\_\_\_, a North Carolina municipality, and that by authority duly given and as the act of the Town of \_\_\_\_\_, North Carolina, the foregoing instrument was signed by such Mayor, sealed with its corporate seal, and attested by such Clerk to the Town Council.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

(OFFICIAL SEAL)

\_\_\_\_\_, Notary Public

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
MACON COUNTY

I, \_\_\_\_\_, Notary Public of Macon County, North Carolina, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Deputy Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

(OFFICIAL SEAL)

\_\_\_\_\_, Notary Public

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### INSURANCE REQUIREMENTS

The DEPARTMENT shall take out and maintain, during the term of the Contract, the following insurance coverages:

1. Comprehensive Automobile Liability Insurance providing limits of liability at least in the amount of \$1,000,000 combined single limits. Coverage shall be provided with a symbol "1" for liability. The policy shall also name volunteers and employees as insured's. The fellow member exclusion shall be removed. Automobile Collision and Comprehensive Insurance written on an agreed value basis for all emergency vehicles except private passenger types. The agreed value shall be for the approximate replacement cost of the vehicles.
2. Comprehensive General Liability Insurance including coverage for personal injury, property damage, contractual liability, products and completed operations coverage, and pollution liability for emergency operations and training operations away from premises. Coverage shall be provided for intentional bodily injury and property damage. Policy shall include coverage medical malpractice, not limited to bodily injury and including the failures to render medical services. Policy is to include coverage for failure to respond. Coverage shall also be provided for watercraft if any are owned. The limits shall be \$1,000,000 combined single limits, per occurrence and \$2,000,000 aggregate limit.
3. An Umbrella policy shall be provided with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
4. Directors & Officers coverage shall be provided with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be included for Civil Rights violations and Employment Related Practices.
5. DEPARTMENT shall maintain Property Insurance under a "special cause of loss" form. The policy shall be written on a replacement cost basis with a guaranteed replacement cost endorsement on the building(s). All portable equipment shall be insured on a replacement cost basis with a guaranteed replacement cost endorsement attached.
6. The DEPARTMENT shall name the COUNTY as an additional insured for liability purposes only on all policies. The DEPARTMENT shall furnish the COUNTY with Certificates of Insurance annually.
7. Because the DEPARTMENT is receiving tax dollars or grant funds from the COUNTY, the DEPARTMENT shall maintain a Blanket Fidelity Bond in the amount of at least \$100,000.

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**CERTIFICATE OF FINANCE OFFICER:**

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

This the \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Macon County Finance Officer

MACON COUNTY CONTRACT FOR FIRE PROTECTION WITH \_\_\_\_\_ FIRE AND RESCUE

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the \_\_\_\_\_, a North Carolina non-profit corporation (hereinafter "DEPARTMENT"), with principal offices located at \_\_\_\_\_, Macon County, North Carolina, and the COUNTY OF MACON, a political subdivision of the State of North Carolina (hereinafter "COUNTY");

W I T N E S S E T H:

WHEREAS, Fire Protection Service Districts have been duly and properly created, defined and established in the County of Macon pursuant to the provisions of Article 16 of Chapter 153A of the North Carolina General Statutes in order to provide fire protection services to areas encompassed by such districts; and

WHEREAS pursuant to N.C. Gen. Stat. §§ 153A-233, 153A-301 and 153A-305, the COUNTY may provide fire protection services in defined service districts by contract with one or more municipal and/or one or more incorporated volunteer fire departments; and

WHEREAS, the COUNTY is authorized under the provisions of N.C. Gen. Stat. §§ 153A-305 and 153A-307 to levy property taxes within defined service districts, in addition to those levied throughout the county and in such amount as allowed by applicable law, in order to finance, provide or maintain for the DISTRICT, known as \_\_\_\_\_ District as shown upon the Fire District Map approved by the Macon County Board of Commissioners, a copy of which is attached hereto, services provided therein in addition to or to a greater extent than those financed, provided or maintained for the entire county; and

WHEREAS, the COUNTY has heretofore furnished fire protection services in the DISTRICT, to the extent of the taxes collected pursuant to statutory authorization, by contracting with the DEPARTMENT to furnish fire protection in said DISTRICT; and

WHEREAS, the DISTRICT is currently served by the DEPARTMENT; and

WHEREAS, the Board of County Commissioners, in accordance with the provisions of N.C. Gen. Stat. §159-14, must set a special tax rate based on an annual budget estimate setting forth the monetary requirements for providing fire protection services that year in the DISTRICT and keep and administer said monies in a separate and special revenue fund (hereinafter "Revenue Fund") to be used only for furnishing fire protection services within the DISTRICT; and

WHEREAS, the Board of County Commissioners, also acting pursuant to N.C. Gen. Stat. §159-14, must adopt an annual budget ordinance appropriating tax monies levied and collected from the fire protection service districts and authorizing transfers and expenditures from the Revenue Fund only for fire protection services in the respective fire districts as specified in contracts with fire departments; and

WHEREAS, Chapter 159 of the North Carolina General Statutes provides that the County Budget Ordinance may be in any form that the Board of County Commissioners deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special service district whose taxes are collected by the COUNTY; and

WHEREAS, pursuant to N.C. Gen. Stat. §§153A-13, 153A-233 and 153A-305, both the DEPARTMENT and the COUNTY desire to enter into a continuing contract to provide fire protection services in the DISTRICT and to have such contract supersede and take the place of any contracts previously executed;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEPARTMENT and the COUNTY do hereby promise and agree as follows:

(1) PAYMENT OF TAXES TO THE DEPARTMENT. So long as this Contract remains in effect, the COUNTY agrees to make funds available to the DEPARTMENT from the proceeds of the special fire protection service district ~~tax~~ fee levied and collected for the DISTRICT known as \_\_\_\_\_ District as shown upon the Fire District Map approved by Macon County Board of Commissioners, a copy of which is attached hereto as Exhibit B and as further shown Exhibit B-1 attached hereto. The amount of such service ~~tax~~ fee levy shall be determined by the Board of the County Commissioners from year to year. Payments will be made on a monthly basis issued by the 15<sup>th</sup> day of the following month provided this Contract remains in effect. All of the proceeds of the special fire protection service district tax will be remitted to the DEPARTMENT unless the DEPARTMENT is in breach of contract or funds are aggregated from various DEPARTMENT districts and utilized for a joint purchase to benefit multiple departments through volume pricing or some similar benefit.

(2). FIRE PROTECTION SERVICES REQUIRED. So long as this Contract remains in effect, the DEPARTMENT will furnish not less than protection class ~~9~~ 7 fire protection to the five(5) mile district area and not less than protection class 9 fire protection to the six(6) mile district area and emergency medical and rescue services that the DEPARTMENT is licensed, certified, approved and/or trained to provide to all property located within the boundaries of the DISTRICT. The DEPARTMENT will also provide emergency preparedness/protective measures when the COUNTY is exposed to a hazard as defined in 42 U.S.C. § 5195a. Nothing in this Contract shall be construed to prevent the DEPARTMENT from rendering Mutual Aid Assistance to any other Fire Department within the discretion of the Chief or Officer in Charge. The DEPARTMENT will respond and provide automatic aid for structure fires in neighboring districts. When responding in such a capacity, the DEPARTMENT will dispatch a piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water immediately. "Fire Protection" shall specifically include the provision of such emergency medical, and rescue services that the DEPARTMENT is licensed and trained to provide in order to protect the persons within the DISTRICT from injury or death. Nothing shall be construed to prevent the DEPARTMENT from providing Fire Service or Mutual Aid Assistance so long as the DEPARTMENT continues to provide service to said DISTRICT at a level no less than the DEPARTMENT's current insurance rating as determined by the North Carolina Department of Insurance. Further, the DEPARTMENT may furnish Fire Service to areas not within the boundaries of any Fire District on an equipment and personnel basis within the discretion of the Chief or Officer in Charge.

(3) LIMITATION ON USE OF FIRE SERVICE DISTRICT ~~TAX~~ FEE. Funds paid by the COUNTY to the DEPARTMENT shall be used for one or more of the following purposes, and for no other purposes:

- A. Purchase and maintenance of equipment;
- B. Purchase, construction and repair of fire stations;
- C. Amortization of loans incurred for purchase, construction or repair of equipment or fire stations;
- D. Operations of the DEPARTMENT;
- E. Casualty or life insurance upon DEPARTMENT members.
- F. Workers Compensation Insurance premiums.

Funds paid by the COUNTY pursuant to this Contract shall be expended only as allowed by applicable federal, state and local laws, rules, orders and regulations.

(4) ANNUAL BUDGET AND FINANCIAL RECORDKEEPING REQUIRED.

- A. The DEPARTMENT shall prepare an annual budget, for the fiscal year beginning July 1 of each year, providing for the receipt and expenditure of funds received from the COUNTY. The DEPARTMENT shall host at least one meeting in which the general public may attend and review the proposed budget and make comment or inform the residents of their community through newsletter or other form of information distribution of their budgetary needs and subsequent request of the COUNTY. The COUNTY encourages the DEPARTMENT to have at least one person from the DISTRICT who is not an active member of the DEPARTMENT to serve as a Board member.
- B. The DEPARTMENT shall use the funds subject to this Contract in accordance with the annual DEPARTMENT budget. The budget may be amended by the Fire Department Board of Directors within the funds made available by this Contract, except that amendments providing for any expenditure that establishes a new operating expense greater than \$50,000 that was not included in the original annual budget presentation approval process through the Macon County Board of Commissioners and will extend beyond the current fiscal year shall require the concurrence of the Macon County Board of Commissioners .
- C. The COUNTY may inspect the financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial records, information or verification as may reasonably be requested by the COUNTY. The DEPARTMENT shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the funds subject to this Contract..



- D. Copies of the budget and ~~certified~~ annual report of revenues and expenditures including funds balances available shall be filed with the Macon County Fire Marshal by the third Friday in April preceding the beginning of the fiscal year.
  
- E. In the event that the COUNTY's review of the financial records of the DEPARTMENT reveals any deficiencies or irregularities in the financial operations of the DEPARTMENT, or reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the COUNTY shall give written notice thereof pursuant to this agreement. Within 10 (ten) calendar days of said notice, the DEPARTMENT shall provide to the COUNTY a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the COUNTY on progress made in resolution of each issue. Resolution shall be made within 30 (thirty) days of Notice. The COUNTY may require the DEPARTMENT to provide a certified financial audit conducted at the expense of the DEPARTMENT for serious deficiencies or irregularities. The DEPARTMENT shall be legally liable to the COUNTY for any funds expended in violation of the terms of this Contract.
  
- F. Should the DEPARTMENT fail to submit to the COUNTY the information required within the time periods outlined above, the COUNTY shall suspend all funds immediately until the information is delivered as set forth above, except that the COUNTY may grant a reasonable submittal extension if the DEPARTMENT is unable to deliver the information for reasons beyond the control of the DEPARTMENT.

(5) **ADDITIONAL RECORDKEEPING REQUIREMENTS.** The DEPARTMENT will maintain accurate written records regarding personnel training, infection control, Articles of Incorporation, by-laws, fire district map and description, insurance district resolution, contracts with counties and municipal governments, engine/pumper service test, certified weight tickets for all apparatus, alarm log, meeting minutes, equipment inventory and apparatus inspection forms, which may be inspected at any time by or on behalf of the COUNTY.

(6) Because of the DEPARTMENT's extensive reliance on public funds for its operations, the public has a continuing interest in the DEPARTMENT'S decision-making processes and decisions regarding the spending of those funds. To ensure public trust, the DEPARTMENT agrees that its Board of Directors' meetings will be open to the public, with the exceptions typically noted in N.C.G.S. 143-318.11 concerning Closed Sessions. To ensure the ability of the public to attend those meetings, the DEPARTMENT agrees to provide public notice of such meetings including meeting dates and times. The DEPARTMENT and the COUNTY agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to the disaster or emergency in not practical, and, therefore, not required. To ensure the ability of the public to review the DEPARTMENT's decision-making processes and spending decisions, the DEPARTMENT agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public immediately upon approval of such minutes. The COUNTY and DEPARTMENT further agree that a "meeting" exists for purposes of

this section when a majority of the Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is a “meeting” for purposes of this section.

- (7) In the event of a liquidation or dissolution of the DEPARTMENT pursuant to cessation of the service or action by the Department’s Board of Directors’ all equipment and assets owned by the DEPARTMENT and not otherwise required for retirement of lawful debt will be distributed in accordance with the DEPARTMENT’s Charter and the North Carolina Non-Profit Corporations Act. All assets, equipment and real property shall be assigned as follows: (1) by the dissolving DEPARTMENT to its successor in fire protection within the DEPARTMENT’s primary service area; and/or (2) to other fire departments in COUNTY through, and with the approval of the County’s Board of Commissioners.
- (8) ROSTER REQUIRED. The DEPARTMENT shall submit a copy of the roster sent to the Office of the State Fire Marshal, to the Macon County Fire Marshal by June 1 of each year. The roster must Have the minimum number of personnel required by the N.C. Office of the State Fire Marshal for the main station and each subsequent substation.
- (9) REPORT OF RURAL FIRE CONDITIONS REQUIRED. The DEPARTMENT shall submit a Report of Rural Fire Conditions to the Office of the State Fire Marshal as required each calendar year.
- (10) CALL LIST INFORMATION REQUIRED. The DEPARTMENT shall provide a list of information including DEPARTMENT mailing address, phone number, e-mail address, radio call number for all personnel, line officers, board officers, medical certifications, firefighter certifications and contact numbers for all personnel and an apparatus list to the Macon County Fire Marshal by January 31 of each calendar year.
- (11) TERM OF CONTRACT. This Contract shall become effective as of the date set out in this Agreement, subject to the continued legal existence of the DISTRICT and the DEPARTMENT, and shall continue from fiscal year to fiscal year unless sooner terminated by either party in accordance with this Contract.
- (12) TERMINATION OF CONTRACT. Either party may terminate this Contract upon giving the other party at least eight (8) months advance written notice. The COUNTY may, in its discretion, immediately terminate this Contract in the event that the DEPARTMENT does not timely correct deficiencies or correct any other material breach of this Contract within a reasonable time after notice of such breach. From and after the effective date of any termination of this Contract the DEPARTMENT shall have no further obligations, including the provision of Fire Services in the DISTRICT, under this Contract and shall have no further right to receive any funds Fire Protection Taxes collected by the COUNTY for the Fire Protection District.

(13) WORKERS' COMPENSATION INSURANCE. The DEPARTMENT will be responsible for payment of workers compensation insurance premiums.

(14) OPERATIONS DEFICIENCIES. The DEPARTMENT shall provide notice to the Macon County Fire Marshal of any facility, equipment or operations deficiencies (collectively "Operations Deficiency") which have surfaced as a result of any inspections conducted by any agency, such as the North Carolina Department of Insurance, North Carolina Office of State Fire Marshal, Insurance Services Office or the Macon County Fire Marshal's Office. The COUNTY will cause notice to be issued to the Board of Directors and Chief of the Department of any operational deficiency. The DEPARTMENT will correct such deficiency(ies) or submit a plan to the COUNTY to correct such within thirty(30) days. In the event the operational deficiency is not corrected or the COUNTY does not approve the plan for correction, COUNTY will withhold all funds payable to the DEPARTMENT pursuant to this Contract as long as the Department is determined to be Operationally Deficient. Such operations deficiencies shall include, but not be limited to the following items pursuant to the obligations to provide service pursuant to this contractual agreement:

- a. Insufficient equipment
- b. Insufficient membership
- c. Non-responses to calls for service

The COUNTY, in its discretion, has the right to terminate this Contract immediately if the DEPARTMENT fails to remedy any Operations Deficiency within a reasonable time, in no case later than eight (8) months from the date the DEPARTMENT was made aware of the Operations Deficiency(s). If this Contract shall terminate without such Operations Deficiencies being corrected, the DEPARTMENT shall have no further interest in or claim upon the funds withheld.

(15) AMENDMENT TO CONTRACT. This Contract may only be amended by written agreement of the parties.

(16) EFFECTIVE DATE. This Contract shall become effective as of the date on which the last party executes this Contract.

(17) APPROVAL BY DEPARTMENT. The DEPARTMENT represents by the execution of this document by its President that this instrument has been duly approved by the DEPARTMENT.

(18) STATUS. The Department shall take all actions as required to maintain its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes.

(19) SEVERABILITY. If any clause, paragraph, or part of this Contract is determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

(20) INDEPENDENT CONTRACTOR. The DEPARTMENT understands and agrees that, in entering into this agreement and providing services, it is acting as an independent contractor; neither

the DEPARTMENT nor its employees, members or personnel shall be deemed or construed to be employees of COUNTY.

- (21) INDEMNITY AGREEMENT. The DEPARTMENT shall indemnify and save the COUNTY harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by COUNTY which are caused by the negligence of the DEPARTMENT, its agents, members, employees and personnel, to the extent of the DEPARTMENT's insurance coverage. For this reason, the DEPARTMENT shall procure all insurance coverages stated in Exhibit A, attached, and shall cause COUNTY to be named as an "Additional Insured" for liability coverage on all policies procured.
- (22) ASSIGNMENT. This Contract may not be transferred or assigned by the DEPARTMENT without the prior written consent of the COUNTY.
- (23) PRIOR CONTRACTS TERMINATED. All prior Contracts for fire protection entered between the DEPARTMENT and the COUNTY shall be deemed terminated as of the effective date of this Contract and this Contract shall be deemed to supersede any prior Contracts or other agreements.
- (24) NO WAIVER. Failure of the COUNTY to enforce any of the provisions of this CONTRACT at any time, or to request performance by the DEPARTMENT pursuant to any of the provisions of this CONTRACT at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the COUNTY to enforce each and every provision.
- (25) COMPLIANCE WITH LAWS, RULES and REGULATIONS. The DEPARTMENT shall comply with all applicable federal, state and local laws, rules, and regulations. Failure to do so will be grounds for immediate termination of this Contract.
- (26) MINIMUM PERFORMANCE STANDARDS. The following minimum performance standards are agreed to by the COUNTY and the DEPARTMENT and are a part of this contract:
- A. DISPATCHING PROTOCOLS: Each DEPARTMENT shall comply with the COUNTY dispatching protocols.
  - B. PERSONNEL (ON SCENE): Each Fire Department should have an adopted standard operating guideline that addresses the appropriate number of personnel needed on all type calls. A current, valid copy of the Fire Department's guideline should be kept on file with the Macon County Fire Marshal's Office. Each Fire Department should have the goal of placing sufficient personnel on the scene when making initial attack on all structure fire calls or when responding to other emergency situations.
  - C. TRAINING: Each Fire Department shall meet the minimum standard training requirements set forth by the State of North Carolina and COUNTY where applicable for

providing Fire and Rescue services.

- D. FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge can not determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Macon County Fire Marshal's Office and/or the appropriate law enforcement agency to assist.
- E. RECORDS: Each Fire Department shall keep all records on site or easily accessible for at least (5) years.
- F. MEDICAL FIRST RESPONDER: Each Fire Department shall conform to the Macon County First Responder policies and procedures.
- G. EMERGENCY DISASTER RESPONSE: Each Fire Department shall follow the Macon County Emergency Operations Plan when responding to an emergency disaster.
- H. STATE OF EMERGENCY: The COUNTY may request the Fire Departments to assist with other life saving and property protection measures as necessary during a State of Emergency. All operations shall be in accordance with the Macon County Emergency Operations Plan and Macon County Emergency Management Ordinance.

(27) FEES FOR SERVICE. A service fee may be charged for false and frivolous residential or business fire alarm calls as follows: The first such alarm is free; the second such alarm will result in a letter being sent from the DEPARTMENT to the property owner requesting they correct the problem within ten (10) days; and any such calls thereafter, within a twelve month period, may result in the DEPARTMENT charging the property owner a service fee. The DEPARTMENT may attempt to file claim with an individual, insurance carrier, or other responsible party for reimbursement for consumable supplies or damaged equipment resulting from a hazardous materials incident when such expenses would place an undesirable financial burden upon the DEPARTMENT. The DEPARTMENT shall furnish other fire, rescue, medical or other such emergency protection action that they are trained and/or certified to provide without charge to all persons and property located in the DISTRICT in an efficient manner. This provision shall not prohibit the DEPARTMENT from entering into contracts with the Federal, State or local governments or utility companies for the provision of emergency protection services not inconsistent with DEPARTMENT's duties under this Contract, for a fee.

(28) GOVERNING LAW. Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Macon, North Carolina.

(29) HEADING. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(30) NOTICES. All notices which may be required by this contract or any rule of law shall be

effective when deposited in an official depository of United States Postal Service or when received by hand-delivery as follows:

As to the COUNTY:                   MACON COUNTY MANAGER  
5 West Main Street  
Franklin, NC 28734-3005

With a copy to:                   MACON COUNTY FIRE MARSHAL  
104 East Main Street  
Franklin, NC 28734

As to the DEPARTMENT:           \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, NC \_\_\_\_\_

With a copy to:                   \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, NC \_\_\_\_\_  
FIRE AND RESCUE  
Attn: Fire Chief

DRAFT

NORTH CAROLINA  
MACON COUNTY

I, \_\_\_\_\_, Notary Public for Macon County, North Carolina, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is Corporate Secretary for \_\_\_\_\_, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself (or herself), as its secretary foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

(OFFICIAL SEAL)

\_\_\_\_\_, Notary Public

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
MACON COUNTY

I, \_\_\_\_\_, Notary Public of Macon County, North Carolina, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Deputy Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

(OFFICIAL SEAL)

\_\_\_\_\_, Notary Public

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### INSURANCE REQUIREMENTS

The DEPARTMENT shall take out and maintain, during the term of the Contract, the following insurance coverages:

1. Comprehensive Automobile Liability Insurance providing limits of liability at least in the amount of \$1,000,000 combined single limits. Coverage shall be provided with a symbol "1" for liability. The policy shall also name volunteers and employees as insured's. The fellow member exclusion shall be removed. Automobile Collision and Comprehensive Insurance written on an agreed value basis for all emergency vehicles except private passenger types. The agreed value shall be for the approximate replacement cost of the vehicles.
2. Comprehensive General Liability Insurance including coverage for personal injury, property damage, contractual liability, products and completed operations coverage, and pollution liability for emergency operations and training operations away from premises. Coverage shall be provided for intentional bodily injury and property damage. Policy shall include coverage medical malpractice, not limited to bodily injury and including the failures to render medical services. Policy is to include coverage for failure to respond. Coverage shall also be provided for watercraft if any are owned. The limits shall be \$1,000,000 combined single limits, per occurrence and \$2,000,000 aggregate limit.
3. An Umbrella policy shall be provided with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
4. Directors & Officers coverage shall be provided with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be included for Civil Rights violations and Employment Related Practices.
5. DEPARTMENT shall maintain Property Insurance under a "special cause of loss" form. The policy shall be written on a replacement cost basis with a guaranteed replacement cost endorsement on the building(s). All portable equipment shall be insured on a replacement cost basis with a guaranteed replacement cost endorsement attached.
6. The DEPARTMENT shall name the COUNTY as an additional insured for liability purposes only on all policies. The DEPARTMENT shall furnish the COUNTY with Certificates of Insurance annually.
7. Because the DEPARTMENT is receiving tax dollars or grant funds from the COUNTY, the DEPARTMENT shall maintain a Blanket Fidelity Bond in the amount of at least \$100,000.



<b>UNITED STATES DEPARTMENT OF AGRICULTURE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 8</b>
	TO LEASE NO.    USDA Macon County Service Center
ADDRESS OF PREMISES  <b>189 THOMAS HEIGHTS RD</b> <b>FRANKLIN NC 28734-9799</b>	GREX Delegation Number: DNC05858-002 RPUID: FA.112429 EUID:

**THIS AMENDMENT** is made and entered into between    **The County of Macon**

whose address is:    5 West Main Street, Franklin, NC 28734

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above-described premises will be extended from **April 1 2023** through **March 31 2028**.
2. **Effective April 1 2023**, the Government will pay the Lessor annual rent of **\$9,920.00** payable at the rate of **\$826.66** per month (representing **\$5.00\*** per square foot for **1,984** rentable square feet of office space) in arrears. (\*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 and FAR Part 52.204.27 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

This Lease Amendment contains 5 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer, USDA  
 Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

## **FAR 52.204-27**

### **PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)**

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**Summary of Changes**  
2006 Memorandum of Understanding  
2023 Memorandum of Agreement  
NC State Extension and Board of County Commissioners

Changes are reflected in the 2023 MOA as follows:

Updated terms throughout the document:

- North Carolina Cooperative Extension Service (NCCES) - NC State Extension
- Memorandum of Understanding - Memorandum of Agreement
- Secretaries - COSS
- Extension – Cooperative Extension
- Send-In – Non Lock-In
- NCSU/NC A & T – NCSU
- SPA – SHRA
- State Retirement System - TSERS

**Part I, Page 3**

Item 5 – added the words “*salary splits*”

*Deleted: Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.*

Item 7 – added “postage”

*Deleted: Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.*

Item 8 – Added: *NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.*

Item 9 – Added: *Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.*

**Part II, Page 4**

No changes.

**Part III, Page 4**

Item 3 – Change “*applying*” to “*implementing*”

Item 4 – Added new item: *The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.*

Item 5 – Deleted: *Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.*

Item Deleted: That Extension employees will not be classified under a county classification system.

### **Part III, Page 5**

Item 7 – Remove Section 7.1 (refers to “Send-In”)  
Section 7.2 remove references to “send-in”, otherwise no changes to personnel procedures

### **Part III, Page 6**

Section 7(e) Deleted: *under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.*

Section 7(e) Added: *COSS Employee Handbook for County Operations Support Staff (COSS).*

Section 7(f) Added: *Increases must be entered in the current fiscal year.*

### **Part III, Page 7**

Added: *This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.*

Deleted: *Optional Lock-in Provision*

*This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.*

Sections 8.1 and 8.2 of MOU combined into 7(g) of MOA reflecting all Extension Employees rather than splitting SPA and EPA (terms no longer used)

Deleted: Section 8.3 and 8.3 Option A and Option B of MOU

**Part III, Page 8**

Added: Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

**Part IV, Page 8**

Deleted: A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

Added: The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Deleted:

Signature:

Administrator

North Carolina Cooperative Extension Program North Carolina A&T State University

Added:

Addendum Attached Executed \_\_\_\_\_

Addendum was added to the agreement to provide a mechanism for counties to "opt out" of Lock-In payroll arrangement in the initial signing of the MOA or at any time with a 120 day notice.



**NC STATE**

**EXTENSION**

# Memorandum of Agreement

Between

The Board of County Commissioners  
Macon County

And

North Carolina State University

## **Preamble**

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

**Part I.**  
**NC State Extension will:**

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

## **Part II.**

### **The Board of County Commissioners will:**

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

## **Part III.**

### **NC State Extension and the Board of County Commissioners mutually agree:**

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative 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.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
  1. Employer contributions to all applicable Federal and State taxes.
  2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
  3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
  - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
  - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
    - i. All County Extension Directors and Extension Agents; and
    - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

*Part IV.*  
*DURATION, AMENDMENT, AND TERMINATION*

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

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

Chairperson or Designee Board of County Commissioners  
Macon County

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

Director  
North Carolina Cooperative Extension  
North Carolina State University

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

Dean  
College of Agriculture and Life Sciences  
North Carolina State University

Addendum Attached Executed \_\_\_\_\_





# MACON COUNTY TAX OFFICE

5 WEST MAIN ST  
FRANKLIN, NC 28734  
(828) 349-2143

## MEMORANDUM

TO: Macon County Board of County Commissioners  
FROM: Abby Braswell, Macon County Tax Administrator  
cc: Derek Roland, Tammy Keezer  
Date: August 8, 2023  
Re: Request for refund for 5 years for 12 parcels that are in Swain County previously taxed in Macon County. 6519720120; 6519615859; 6519616556; 6519618836; 6519711567; 6519710974; 6519610884; 6519740796; 6519618586; 6519627003; 6519618711; 6519610560.

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It has been determined that there are 12 parcels being taxed in Macon County and should be taxed in Swain County. These parcels show that Macon County has received taxes since 1985, the beginning of our tax records digital history. The county line is evident on the GIS maps and is a straight line in the Grassy Branch area. The State Board of Elections sends a weekly GIS jurisdiction audit report to our Board of Elections for them to do an audit to make sure the parcels are in the correct voting precinct. This brought to light the discrepancy in these parcels not being taxed or voting in the correct County.

N.C.G.S §105-381 (a) (1) a. state a valid defense for refund shall include:

**A.** tax imposed through clerical error. **B.** An illegal tax **C.** A tax levied for an illegal purpose. I do not believe this is a clerical error since North Carolina Courts have ruled that clerical errors only apply to transcription errors. I believe this is an illegal tax since the parcels are not in Macon County parcel.

Based on the findings from Kimberly Carpenter, Swain County Attorney and Eric Ridenour, Macon County Attorney it has been determined that a refund for 5 years be given to the current owner and the parcel will be discovered in Swain County for 5 years. This determination is in accordance with G.S. §105-381 Taxpayer Remedies and G.S. §105-312 Discovered property, appraisal, penalty. The refund will be for 2018-2022.

Please consider my recommendation that the total refund for all 12 parcels for \$15,854.60 be refunded per the recommendations from each county attorney.

Thank you for your consideration.

Abby Braswell  
Macon County Tax Administrator

5 West Main St Franklin, NC 28734  
828.349.2144

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – CONSENT AGENDA**

#### **MEETING DATE: AUGUST 8, 2023**

Item 12A. Draft minutes from the July 11, 2023 regular meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. A copy of the revised Macon County Public Health Billing Guide is included in your packet with revisions highlighted in yellow. This Billing Guide has to be approved by the Board annually or whenever revisions are made. Health Director Kathy McGaha will be available to answer any questions.

Item 12C. A copy of the revised Macon County Public Health Fee Plan is included in your packet with changes noted. This fee plan has to be approved by the Board annually. Health Director Kathy McGaha will be available to answer any questions.

Item 12D. A copy of the renewal contract for the Franklin Chamber of Commerce is included in your packet. Mr. Roland will be able to answer any questions.

Item 12E. A copy of the renewal contract for the Highlands Chamber of Commerce is included in your packet. Mr. Roland will be able to answer any questions.

Item 12F. Budget Amendments #10-28 are attached for your review and approval. (Lori Carpenter)

Item 12G. Tax releases for the month of July 2023 in the amount of \$18,562.83, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12H. A copy of the ad valorem tax collection report as of July 31, 2023. Report only. No action is necessary. (Delena Raby)



**MACON COUNTY BOARD OF COMMISSIONERS**  
**JULY 11, 2023**  
**MINUTES**

Chairman Higdon called the meeting to order at 6:00 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens.

**ANNOUNCEMENTS:** None

**MOMENT OF SILENCE:** Chairman Higdon requested all in attendance rise and a moment of silence was observed.

**PLEDGE OF ALLEGIANCE:** Led by Commissioner Young, the pledge to the flag was recited.

**PUBLIC HEARING(S):** None

**PUBLIC COMMENT PERIOD:** **Howard Carley** spoke about the budget process and encouraged board members to do the best they can with what they have as they make tough decisions, to use resources, and not worry about those who say board members didn't stick to the party line.

**ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA:** Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted unanimously to approve the agenda, as adjusted, as follows:

- To add Item 11(D) under New Business, Boundary Line Clean-up for Pine Grove School, per Attorney Ridenour
- To add Item 11(E) under New Business, Consideration and Approval of Memorandum of Agreement (MOA) with NC Department of Health and Human Services for Macon County Department of Social Services (DSS) telephone technology upgrades, per Mr. Roland

- To add Item 9(B) under Reports and Presentations, Franklin Garden Club, per Chairman Higdon
- To remove Item 10(C) under Old Business, Discussion Regarding Highlands Middle School Renovation Project, per Mr. Roland

**REPORTS AND PRESENTATIONS:**

**(A) RECOGNITION OF OFFICERS BY SHERIFF HOLBROOKS –**

Sheriff Holbrooks began by summarizing an emergency call that took place on June 23, 2023, at approximately 1:00 a.m. regarding an explosion at a residence in the Ellijay Community. Sheriff Holbrooks said Officers Daniel Long and, Bradley Carter were first on the scene of a badly burned individual with life-threatening injuries. He indicated that Deputies Carter and Long saved David Holland’s life. Sheriff Holbrooks presented Deputy Long with a Lifesaving Award and indicated Deputy Carter was on vacation but would receive the same award upon his return. Donald Holland the brother of David Holland spoke about and thanked the officers and shared his appreciation for their actions. Theighlor Holland the daughter of David Holland spoke about her father and his love for the community and shared his appreciation for the officers who saved his life. Chairman Higdon requested to keep Mr. Holland and the family in their prayers and thanked the family for being here.

**(B) FRANKLIN GARDEN CLUB –** Shirley Speed and \_\_\_ spoke about the garden club and how they keep the gardens on Main Street looking nice. They said they are dedicated to making Franklin beautiful for our guests and the people who live here. Chairman Higdon says he and the club have discussed the needs with the Town of Franklin and he wants to improve courthouse grounds and designate someone to lead the project. Ms. Speed said the Franklin Garden Club has a Facebook page that keeps the community informed of what they are doing. She also shared that Teen Challenge comes out and helps them on a regular basis. Ms. Speed indicated that repairs are needed to the clock tower. Chairman Higdon said the Town of Franklin has been working with LBJ Job Corp to make those repairs.

**OLD BUSINESS:**

**(A) CONSIDERATION AND APPROVAL OF BIDS FOR A NEW MOLAR ROLLER –** Macon County Public Health Finance Officer Melissa Setzer gave a review of the approval for funding to purchase a new unit during the recent budget meetings. Ms. Setzer summarized Request for Proposals (RFP) process that had been completed to seek bids for the unit. She said the current unit 20 years old and the parts are obsolete with no aftermarket parts being available. Ms.

Setzer indicated that after bids were received, a committee of seven staff had reviewed the bid packages and are recommending approval to award the bid to Lifeline Mobile. Commissioner Young stated he had teachers reach out to him after the budget meeting and expressed that the unit is an asset and asked for a description of the proposed unit. Ms. Setzer indicated that the unit will be a fully functioning turn-key clinic and includes all dental equipment, chairs, and a panoramic X-ray machine. Jimmy Villiard shared that the next closest bid was for a smaller unit but that the Lifeline unit has three operatories which is what is needed. Ms. Setzer stated the bid was \$869,000 which is \$169,000 under what was proposed. Commissioner Shearl asked if sure that this is all-inclusive and nothing has been overlooked. Mr. Villiard responded that there is no anticipation of additional expenses and said the timeline is approximately 18 months from the signing of the contract to delivery. Mr. Villiard said during that 18 months, the current unit will only be moved when safely able to do so. Commissioner Higdon asked about disposal of current unit. Ms. Setzer said current estimates are between \$50,000 and \$60,000 for the shape the unit is in now, but in 18 months the value will most likely decrease. Commissioner Young said he wants to make sure the students at Nantahala School have the same opportunity as the other schools for receiving services from the Molar Roller. Mr. Villiard said the school system has historically bused those students to Cartoogechaye Elementary when needed. Commissioner Young made a motion, seconded by Commissioner Shearl to award the bid to Lifeline Mobile in the amount of \$700,419. Vote was unanimous.

- (B) DISCUSSION REGARDING NANTAHALA BROADBAND REQUEST FOR PROPOSALS (RFP)** – Mr. Jeff Lee of Little T Broadband Services provided an update from the broadband committee on all the current projects including the South Macon broadband extension program, Rural Digital Opportunity Fund (RDOF), Growing Rural Economies with Access to Technology (GREAT) Grant, Nantahala Township RFP, and future opportunities. He shared a PowerPoint presentation indicating that the South Macon expansion project was initiated in 2020 and has connected over 18 businesses, Otto and Scaly Mountain Community Centers and Fire Stations, and 243 private residents to broadband services. He shared that Charter Communications was awarded the RDOF bid for 60% of Macon County but they are not currently in Macon County and do not plan arrival here until 2025 with completions required by 2028. Mr. Lee said that the areas that were awarded to Charter Communications are not eligible for other grant programs

during this time. He reminded board members that Frontier was awarded the GREAT grant with 27 locations they will serve and the County just signed an agreement with Frontier and the State in May with the County contributing \$50,000 of American Rescue Plan Act (ARPA) funds toward the project. Mr. Lee shared that a second GREAT grant was awarded in the amount of one-million dollars to BalsamWest to serve areas in Otto, Scaly Mountain, and Highlands. He said Macon County will also have a \$50,000 match of ARPA funds. Mr. Lee said the RFP for the Nantahala project using remaining funds from the Nantahala Library project requested fiber service for five locations (EMS, Volunteer Fire Department, Library and Community Center, and the Volunteer Fire Department substation) and received responses from BalsamWest and Charter Communications. He stated that the committee recommends the bid be awarded to BalsamWest. Commissioner Higdon gave a letter from the Nantahala Community Club to Mr. Lee which indicates that Nantahala Library is pursuing Starlink for services. Mr. Lee advised that Starlink is a short-term solution but would not be a lifeline solution as Starlink works great based on weather. Motion by Commissioner Shields, seconded by Commissioner Young to accept bid of BalsamWest and to negotiate contract which will be brought back to the board for consideration and approval. Vote was unanimous.

**(C) DISCUSSION REGARDING HIGHLANDS MIDDLE SCHOOL RENOVATION PROJECT – Removed**

**(D) DISCUSSION REGARDING UNION ACADEMY IN RELATION TO FRANKLIN HIGH SCHOOL PROJECT** – Commissioner Shields said a portion of the Franklin High School (FHS) project is to be grant funded and a condition of those grants is the concept of a school within a school. He stated that the Macon County Board of Education passed an agreement indicating that they want to merge Union Academy into FHS. Superintendent Josh Lynch confirmed that Macon County Schools is supportive of consolidation and said that Union Academy is currently at a disadvantage due to distance and travel issues for the high school and this will remove those barriers. Mr. Lynch said the school system hope to continue to allow Union Academy to have their own branding but this will provide more opportunities such as Career and Technical Education (CTE), extra-curricular activity participation, etc. Principal Brian Moffitt spoke about Union Academy and looking forward to the students having more opportunities for success. Commissioner Young mentioned some activities such as band that the students at Union Academy cannot

currently participate in and commented on the age of the facility being a barrier. Mr. Moffitt indicated they have no library and less than half of a gym. Commissioner Antoine said the students deserve as much as any other child and for them to not have the opportunities is wrong. Macon County Board of Education member Diedre Breeden said she supports this concept. Commissioner Shields made a motion, seconded by Commissioner Antoine for the Board of Commissioners to agree for Union Academy to merge into the FHS project. Vote was unanimous.

**NEW BUSINESS:**

**(A) CONSIDERATION AND APPROVAL OF ADDITIONAL ConCPT GRANT FUNDING FOR MACON COUNTY TRANSIT** – Transit

Director Darlene Asher gave an overview of the grant saying the purpose of ConCPT funding is to enhance coordination activities where three or more public transportation grantees agree to establish formal relationships to maximize resources, gain efficiencies, and improve access to public transportation. She said she is asking for \$108,000 each year for two years to partner with Haywood County Transportation to coordinate trips to Asheville NC and the funding will pay for a new full-time Transit Operator to run the route Monday through Friday from 8:00 a.m. to 5:00 p.m. with a stop in Haywood County to pick-up their passengers that need to go to Asheville. Ms. Asher said at end of the two years she can reapply at which time we would receive 50 percent of the current amount with a 50 percent match by the county. She said at that time we would be able to charge Haywood County and could possibly add Jackson County as a partner as well. Ms. Asher said the planned stops in Asheville include Mission Hospital, Asheville Mall, VA Hospital, etc. Motion by Commissioner Young, seconded by Commissioner Shearl to approve the additional funding and add a new full-time Operator Positon to Macon County Transit. Vote was unanimous.

**(B) CONSIDERATION AND APPROVAL OF ADDITIONAL 5339(B) GRANT FUNDS FOR MACON COUNTY TRANSIT** – Ms. Asher gave

an overview of the grant funds which she plans to use for lighting for the parking lot, to reseal and restripe the parking lot, for window treatments for the building, a TV mount, solar panels to have the infrastructure to prepare for use of electric vehicles, etc. She said she is requesting \$200,000. Commissioner Shearl asked why not get an electric vehicle now and she explained the battery life of electric vehicles is not capable of meeting our needs currently due to the mileage and conditions currently encountered in Macon County. Ms. Asher requested a county match of \$40000 to finish the proposed



projects. She said the current electric bill is about \$6,000 a year which will be saved by the addition of the solar panels. Commissioner Young said he itemized the cost of items other than solar panels which amounts to about \$20,000. Commissioner Higdon stated we just went through a budget process and here we are already asking for changes. Commissioner Shields made a motion to take \$40,000 from the general fund contingency, appropriate \$160,000 to the Transit budget and to approve the accompanying budget amendment. Motion died for lack of a second.

**(C) CONSIDERATION AND APPROVAL OF LEASE RENEWAL FOR COMMUNITY CARE CLINIC OF FRANKLIN** – Mr. Roland indicated that the attorney has reviewed the lease renewal which is an annual agreement. Motion by Commissioner Higdon, seconded by Commissioner Shields to approve the lease as presented. Vote was unanimous.

**(D) DISCUSSION REGARDING BOUNDARY LINE CLEAN-UP FOR PINE GROVE SCHOOL** – Mr. Ridenour gave an update on the historical deeds of the property which had most recently been deeded to the Preservation Society and has now been deeded back to Macon County. He said there were some boundary overlaps so a new survey was done and he reviewed the map showing the overlaps. Mr. Ridenour stated he has spoken with the property owners of Highlands Luxury and the Statton family and all agree to clean up the boundaries. Mr. Ridenour requested a motion to approve the quitclaim deed exchanges to clean up the boundaries. Commissioner Young made a motion, seconded by Commissioner Antoine to approve the deeds as presented. Vote was unanimous.

**(E) CONSIDERATION AND APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) WITH NCDHHS FOR COUNTY DSS TELEPHONE TECHNOLOGY UPGRADES** –Department of Social Services representative Sheila Conley gave an overview of the Memorandum of Agreement (MOA) and the expansion of services gained by the new phone system. She said the State is going to reimburse us \$5,406 with the board's approval for DSS Director Patrick Betancourt to sign the MOA. Motion by Commissioner Antoine, seconded by Commissioner Shields to approve the request as presented. Vote was unanimous.

**CONSENT AGENDA:** Upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the June 8, 2023 special meeting, the June 13 regular meeting, the June 19, 2023 continued meeting, and the June 26, 2023 special meeting, (B) Budget Amendment #1, (C) Approval of the Juvenile Crime Prevention Council County Plan for FY 2023-24, (D) Approval of the Scaly Mountain Recreation Agreement for FY 2023-24, (E) Grant Project Ordinance ESFRLP2315, (F) Tax releases for the month of April in the amount of \$654.72, and (G) Monthly ad valorem tax collection report – no action necessary

**APPOINTMENTS:**

A. Jury Commission (1 seat) - Consent to table the appointment of Lynn Wanner until next month and to invite Clerk of Superior Court Shawna Lamb to come and talk about the roles of the Jury Commission.

**CLOSED SESSION:** At 7:53 p.m., upon a motion by Commissioner Young, seconded by Commissioner Antoine, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a) (3) in order to preserve the attorney-client privilege, NCGS 143-381.11(a) (4) to discuss matters relating to economic development incentives, and NCGS 143-381.11(a) (5) to possibly negotiate a contract on real property. At 8:27 p.m., upon a motion by Commissioner Shearl, seconded by Commissioner Antoine, the board voted unanimously to come out of closed session and return to open session with no action needed.

**ADJOURN:** With no other business, at 8:28 p.m., upon a motion from Commissioner Shearl, seconded by Commissioner Shields, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Paul Higdon  
Board Chair



Macon County  
Public Health

# MCPH Billing Guide

Revised 7/20/2023

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# Fees

## I. Foundation

Macon County Public Health is a public agency whose mission is to promote, protect, and enhance the health of all people and the environment. MCPH provides a multitude of services to the citizens in Macon County. The department has several programmatic units which operate specifically under Federal, State, and local legal authority to provide services including, but not limited to the following: Clinical Services, Dental Services, Laboratory, Vital Records, Animal Services, School Health, Environmental Health, Emergency Preparedness, and Women, Infant, and Children Nutritional Services.

Macon County Public Health serves the public interest best by assuring that all legally required public health services are furnished to all citizens while prioritizing those citizens with greatest need. MCPH provides services without regard to religion, race, national origin, creed, gender, parity, marital status, age, sexual orientation, or contraceptive preference.

Fees are a means to help distribute services to citizens in the county and help finance and extend public health resources as government funding cannot support the full cost of providing all required and requested services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law.

## II. Fee Setting

In accordance with G.S. 130A-39(g), which allows local health departments to implement fees for services rendered, the Macon County Public Health, with the approval of the county's governing boards will implement specific fees for services and seek reimbursement for services. The method used for setting fees will be solely based on the cost to provide the service. Resources that may be used in this process include, Cost Report, Medicaid Reimbursement rates, fees charged by surrounding health departments/service providers and/or DPH LHD worksheet for setting fees.

### 1. Fee Setting Procedure

- a. The following is the procedure to which Macon County Public Health uses for setting fees for services:
  - i. A developed multi-disciplinary committee of the Macon County Public Health will meet at least annually, to determine the cost of providing services and discuss the fees for the services provided.
  - ii. Fees will be determined based on the cost to provide services, in conjunction with the cost study analysis, which assesses direct and indirect costs including, but not limited to, the salary of staff rendering services, materials and supplies used, building and maintenance fees.

- iii. In order to set fees, Macon County Public Health may use multiple resources such as, the Workbook for Setting Service Fees that has been provided by the NC Division of Public Health, a cost study analysis, fees of local health departments within the area and/or review the Medicaid, Medicare and Third Party Insurance rates for services.
- iv. Once the fees are reviewed and discussed by the committee, the Health Director will present the fees to the governing boards for their review and final approval.
- v. Once approval has been received, the appropriate fees are set and will be maintained in the Health Department, noted as the approved "Fee Schedule".
- vi. The fee schedule may be automatically adjusted (without Board approval) during the fiscal year if the Health Department receives notification of an increase of the cost of lab tests, vaccinations and/or supplies as long as the approved methodology is used. This includes: the ability to complete any lab test Lab Corp offers and to set the fee based on the approved fee setting methodology, the adjustment of lab fees, the addition of new CPT codes and supply cost increases.

## Billing & Revenue

In accordance with G.S. 130-A-39(g), which allows local health departments to implement a fee for services rendered the Macon County Public Health, with the approval of the Macon County Board of Health and the Macon County Commissioners (or appropriate governing body) will implement specific fees for services and seek reimbursement. Specific methods used in seeking reimbursement will be through third-party coverage, including Medicaid, Medicare, private insurance, and individual client pay. The agency will adhere to billing procedures as specified by Program/State regulations in seeking reimbursement for services provided.

Appendix I, includes the list of accepted insurances that Macon County Public Health participates with for both clinical and dental services.

### I. Charging for Services

1. There shall be no minimum fee requirement or surcharge that is indiscriminately applied to all clients.
2. Persons requesting program services will be encouraged to apply for Medicaid, when appropriate.
3. Client charges will be determined by each program requirements.
4. Program requirements and MCPH's governing boards determine when program charges are adjusted according to a fee scale. When applicable, charges will be adjusted according to a fee scale based on the Federal Poverty Guidelines ([Poverty Guidelines | ASPE](#)). Some services are

provided on a non-sliding fee basis. See the Program Specific Eligibility and Financial Requirements section for Sliding Fee vs. Non-Sliding Fee determination.

5. There shall be a consistent method applied to “aging” accounts.
6. Clients shall be given a receipt each time a payment is collected.

## II. Non-Sliding Fees

Macon County Public Health provides specific services at a non-discounted rate regardless of federal poverty level. These fees will not slide on the sliding fee scale. See the Program Specific Eligibility and Financial Requirements section for this determination.

## III. Limiting or Restricting Services Due to Inability to Pay

1. No one shall be denied clinical services based solely on the inability to pay.
2. Non-agency lab orders, Environmental Health Services, Dental Services, and Animal Services may be denied based on inability to pay; however, MCPH will make every effort to establish referral sources and/or discounted fees to make all services accessible.
3. Women’s Health (Family Planning and Maternal Health)
  - a. The Title X guidelines do not distinguish between “inability” and “unwillingness” to pay. For Family Planning clients who do not pay, the agency can use debt set-off. Even if a client establishes a payment plan but then refuses to honor the plan services cannot be denied or restricted.
  - b. Denying or restricting services would constitute client abandonment. Therefore, services for Maternal Health may not be denied because a client is unwilling or unable to pay.
4. Child Health
  - a. MCPH may not restrict Child Health services due to an outstanding bill. Title V funds are used to prevent barriers to care for clients that are Non-Medicaid, non-insured as well.

## IV. Clinical Fee Collection

1. Upon each clinic visit, Management Support staff will determine the income and sliding fee scale status of each client, if applicable. Staff will be responsible for documentation of financial eligibility on Self Declaration Income Form to determine eligibility (Attachment B). Clients without required verification will be charged at 100% until income documentation is received, with the exception of Family Planning services per current Title X guidelines.
2. Payment is due and expected at the time services are rendered. If a balance remains, a payment agreement and schedule will be established and signed by the client. (Attachment D)
3. Enrollment under Title XIX (Medicaid) shall be presumed to constitute full payment for billable services to Medicaid.
4. The Accounts Receivable System will be balanced daily.
5. Monthly statements will be mailed to the client/responsible party as long as confidentiality is not jeopardized.



## V. Payment Agreement

Payment agreements are offered to each and every patient that owes a balance and is unable to pay in full at time of appointment. See MCPH's Policy 101.01 Collection of Funds Policy.

## VI. Fee Waiving Process

MCPH's Health Director has the authority to waive client fees of individuals who, for good cause, are unable to pay. Clients must submit this request to MCPH in writing. MCPH Finance Director will submit the account balance and justification that has been provided by the client and Billing Supervisor to the Health Director for approval. MCPH Health Director will review and approve or deny on a case to case bases. After the decision is made a letter and settlement statement will be provided to the client.

## VII. Billing Medicaid and Third-Party Insurance

1. Clients presenting with third party health insurance coverage where copayments are required, shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay may not exceed the amount they would have paid for services based on the sliding fee scale.
2. Clients will sign a consent on paper to be scanned, or electronically sign a consent allowing the Health Department to file insurance and a copy of the insurance card will be scanned at that time into the client's medical record.
3. Third party insurance is billed the total amount of the service provided. The charge and any remaining balance with the exception of copayments, is billed to the client based on the program sliding fee scale, if applicable. Copayments are not subject to the sliding fee scale adjustment.
4. Claims are filed electronically.
5. Payments are posted electronically/manually to client accounts. If applicable, secondary insurance is filed.
6. Denials are researched using the Remittance Advice (RA) for Medicaid and Explanation of Benefits' for private insurance. Any denials deemed incorrect are resubmitted as quickly as possible. Any remittance or final denial is posted to the client's account. Remaining balance for Medicaid clients are adjusted off (unless it was for a non-covered service that the client was made aware of prior to the service being rendered).
  - a. If a client has any form of third-party reimbursement, that payer must be billed (required if the agency is "in network", otherwise optional), unless confidentiality is a barrier\*. Medicaid will be billed as the payer of last resort. Clients should be made aware that they will be responsible for any balance remaining after the claim has been processed. This may include copays, coinsurance, deductibles and non-allowed charges. As required by Title X, Family Planning clients whose family income is between 101%-250% FPL will not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.

7. If an encounter with a client is found to be coded incorrectly, the provider may make corrections by appending the provider's note and e-superbill within the client's medical record and notifying the billing department's supervisor. The billing department will review the corrections and update the charges accordingly. If a client has been charged and have received a monthly statement and the addition or correction of the service made by the provider will increase the client's balance, the correction will be made with no additional cost to the client, unless, the client was over charged.
8. \* Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence).The confidential client may give you their insurance card not thinking that the subscriber is not aware of the visit. Filing an insurance claim will result in an EOB (explanation of benefits) being sent to the subscriber which would violate confidentiality. Be certain to have the client sign/initial if they want insurance to be filed.

### VIII. Overpayments and Refunds

1. Payment for copays, deductibles, coinsurance, account balances and non-sliding fees will be collected at the time of service.
2. If an overpayment is made by the client, the client will be notified of the overpayment and given the option for refund, or application of the overpayment to another date of service balance or for an upcoming appointment. Overpayments that clients choose to have refunded, will be refunded based on county policy.
3. Overpayments paid by Medicaid, Medicare and insurance will be reviewed and refunded in accordance to the guidelines set forth in our network participatory agreement.
4. See MCPH Policy 299.04 Environmental Health Refunds for EH Refund process.
5. See MCPH Policy 701.11 Animal Services Refunds for AS Refund process.

### IX. Bad Debt Write Off and NC Debt Setoff

1. Bad Debt Write Off
  - a. Outstanding accounts having no activity in more than 12 months shall be written off as bad debts, at least annually upon approval of the Macon County Board of Health and the Macon County Commissioners. Board of Health and Board of County Commissioners minutes will serve as documentation that the write-offs have been approved.
  - b. Once an account has been written off as a bad debt it should not be reinstated. Only if the client returns to the clinic and wants to make a payment should action be taken to reinstate only the payment amount, post the payment and leave the remaining balance that was initially written off as it stands.
2. NC Debt Setoff
  - a. Client accounts fulfilling the requirements of NC Debt Setoff will be submitted to the NC Debt Setoff Program, at least annually. The account balance must be (1.) greater than

\$50.00, and (2.) must be 60 days delinquent before it is eligible for Debt Set Off. After being delinquent for a minimum of 60 days, the client/guarantor will be notified of the process of debt setoff, via letter. The client/guarantor has 30 days to take action via payment or payment plan or the debt will be submitted to NC Debt Setoff.

## X. Bankruptcy

1. When legal notification is received from Bankruptcy court, there is no further collection of the outstanding account unless a payment schedule is set up by the Bankruptcy court.
2. The client's account is notated/flagged with bankruptcy information, such as the time frame to which the bankruptcy references.
3. The account maybe written off if mandated by court.
4. The client may volunteer to pay.
5. Additional visits to which are not included in the bankruptcy time frame, will be the client's responsibility.

## XI. Request for No Mail - Outstanding Debts

1. When a client requests no mail, discussion of payment of outstanding debts shall occur at the time service is rendered.
2. If the client is unable to pay in full at the time of service rendered, a receipt will be given to the client reflecting the partial payment and the client will sign a payment agreement.
3. Medical record is flagged reflecting-- "NO MAIL" and every precaution should be taken to ensure bills are "not" sent to clients, requesting "NO MAIL".
4. Client is reminded every visit of the amount they still owe.
5. No letters or correspondence concerning insurance, past due accounts or other billing issues will be sent to any client that requests "NO MAIL".
6. MCPH reserves the right to pursue all allowable avenues to collect payment. A "No Mail" request does not require MCPH to forfeit that right.

## XII. Donations

1. Donations shall be accepted, regardless of income status.
2. The client account will not be reduced due to a donation.
3. There shall be no "schedule of donations", bills for donations, or implied or overt coercion.
4. See MCPH Policy 101.09 Donations Policy for the Donations process.

## XIII. Vaccine and Administration

1. Macon County Public Health will not charge a fee to clients for state supplied vaccines provided to clients that are eligible for such vaccine in accordance to the NCIP Coverage Criteria and Vaccine for Children.
2. Administration fees for the rendering of state supplied vaccine may be billed to Medicaid. State supplied vaccine will be identified with a SL modifier. The appropriate NDC code must also be included.

3. Clients and Third Party Payers may be charged and/or billed the administration fee and the cost of purchased vaccine by the Macon County Public Health as a non-sliding fee when provided outside of programs.
4. Vaccine administration and vaccine provided within Child Health, Family Planning, and Maternal Health program will be subject to the sliding fee scale.

#### XIV. 340b Drugs and Devices

1. Macon County Public Health bills Medicaid the acquisition cost of medication or devices purchased through the 340b drug program.
2. All 340b drugs and devices are identified with a UD modifier in the Patagonia billing system. 340b drugs and devices are billed to Medicaid with an FP and UD modifier. The appropriate NDC code must also be included.
3. Drugs and devices purchased through the 340b program are labeled as 340b and stored separately from other medications and supplies.

## Eligibility

### I. Identification

It is considered “best practice” for each person presenting for services to establish their identity either with a birth certificate, driver’s license, military I.D., passport, visa, or green card, etc. A local health department may not require a client to present identification that includes a picture of the client for immunization, pregnancy prevention, sexually transmitted disease and communicable disease services (Consolidated Agreement, B, 16). However, you may take a photograph of the client, (with their permission) for internal use only.

### II. Determining Family Size

A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related. An economic unit must have its own source of income. Also, groups of individuals living in the same house with other individuals may be considered a separate economic unit if each group supports only their unit. A pregnant woman is counted as two (including the unborn child) in determining family size.

Examples:      Determining Family Size

- A foster child assigned by DSS with income considered to be paid to the foster parent for support of the child.
  - Family of 1
- A student maintaining a separate residence and receiving most of her/his support from her/his parents or guardians.

- Dependent of the family
- Self-supporting students maintaining a separate residence would be a separate economic unit.
- An individual in an institution.
  - Separate Economic Unit
- A client who requests “confidential services”, regardless of age.
  - Family of 1
  - If a Family Planning client presents for a service and is considered to be a minor, interview questions may include the following
    - Ask the client if their parents are aware of their visit.
    - Ask if “both” parents are aware of their visit, since sometimes the mother may be present with the client; however, the father may not be aware of the visit.
    - Ask if you can send a bill to the home to both parents.
    - If the client states both parents are aware and it is not a confidential visit, you should treat as such and use all family members in the economic unit.

### III. Determining Gross Income

Gross income is the total of all cash income before deductions for income taxes, employee’s social security taxes, insurance premiums, bonds, etc. For self-employed applicants (both farm and non-farm) this means net income after business expenses.

1. The following are acceptable types of income to be used when determining gross income, this is not an all-inclusive list:
  - a. Wages (regular, overtime, etc.)
  - b. Alimony
  - c. Any cash earnings (i.e. tips, etc.) and/or contributions received
  - d. Child Support (cannot consider as income for Family Planning)
  - e. Disability
  - f. Dividends
  - g. Military Earnings
  - h. NC Unemployment
  - i. Pensions
  - j. Social Security/Supplemental Security Income (SSI)
2. Exceptions
  - a. Payments to volunteers under Title I (VISTA) and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
  - b. Payments received under the Job Training Partnership Act
  - c. Payments under the Low-Income Energy Assistance Act
  - d. The value of assistance to children or families under the National School Lunch Act, the Child Nutrition Act of 1966 and the Food Stamp Act of 1977
  - e. Veteran’s Disability payments

3. The following are acceptable forms of documentation of gross income:
  - a. Bank Statement
  - b. Check Stub (includes regular wages, overtime, etc.)
  - c. Client Statement (Family Planning Only)
  - d. Income Tax Return (annual, not quarterly)
  - e. Letter of Verification from Employer
  - f. Military Earnings Statement
  - g. NC Unemployment Statement
  - h. Pension Statement
  - i. Social Security/Supplemental Security Income (SSI) Statement
4. No client will be refused services when presenting for care based on lack of income documentation, however each client will be billed at 100% until proof of income and family size is provided to the agency except Family Planning.
  - a. The client will have 30 days (agency may determine time limit) to present this documentation in order to adjust the previous 100% charge to the sliding fee scale.
  - b. If no documentation is produced in 30 days, then the charge stands at 100% for that visit.
  - c. This does not apply to non-sliding fee scale services, which should be paid in full on the date of service.

#### IV. Computation of Income

1. Income will be based on a twelve (12) month period. If the client is working the day they present for a service, income will be calculated weekly, bi-weekly, monthly or annually, depending on the documentation obtained.
2. If the client is unemployed the day they present for their service, their “employment only” income will be calculated at zero (0); however, the client should be required to provide “their mechanism”, in regard to their paying for food, clothing, shelter, utility bills, etc. Refer to “sources of income” counted and apply all sources, as appropriate. “Regular contributions received from other sources outside of the home” is most often considered one of those sources. If the client is receiving unemployment or other “sources” of income, as designated above, all of those sources should be counted.
3. The client’s income will be determined by the following:
  - a. Regular Income Formula
    - i. Based on 12 month period
    - ii. Use gross income or self-employed income after business expenses
    - iii. Calculation:
      1. Weekly = pay X 52
      2. Biweekly = pay X 26
      3. Twice a month = pay X 24
  - b. Unemployment or Irregular Income Formula:

- i. Add any Unemployment Compensation and Irregular Income from past 6 months X 2 to project their 12 month income.

## V. Title X Income Collection Requirements for Clients Seeking “Confidential Services”

1. Title X requires that any client seeking “confidential services” be considered a family of one and that only their income be used in assessing their percent pay on the sliding fee scale.
2. Confidential Services: provides an additional layer of privacy and confidentiality beyond HIPAA’s regulations. For example: an adolescent seeking Family Planning services, whose parents are not aware, if the adolescent and parents were seeking other services (immunization, etc...) at a later date, the adolescents history of family planning services would not be disclosed to the parent.
3. HIPAA (The Health Insurance Portability and Accountability Act of 1996): is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge.
4. A copy of the Income and Eligibility Statement (refer to Attachment B) should be maintained for future reference. The number in the household, annual gross income and percentage of pay should be reflected on the financial documentation. The documentation should be signed and dated by the interviewer and client. Use of electronic signatures is acceptable.
5. Income is re-assessed annually unless there has been a change in financial status. Following the initial financial eligibility determination, the client will be asked at each visit if there has been a change in their financial status. Income will always be based on the “actual date” of service. If there has been a change or it is time for their annual review the income determination process should take place.
6. Client fees are assessed according to the rules and regulations of each program and the recommended Program’s Poverty Level Scale (Sliding Fee Scale) will be used to determine fees. All third-party providers will be billed, without discount, where applicable.
7. Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients the copay may not exceed the amount they would have paid for services based on sliding fee scale.
8. Income information reported during the financial eligibility screening for one program can be used through other programs offered in the agency, rather than to re-verify income or rely solely on the client’s self-report.

# Programs Specifics Eligibility and Financial Requirements

## I. Animal Services

- a. MCPH Animal Services' primary mission is to protect the health and safety of our residents, and to protect animals and promote their humane treatment. We will make every effort to promote pet adoptions of healthy, nonaggressive animals by the general public and promote responsible pet ownership. To reduce the number of homeless pets, we will ensure that all dogs and cats are spayed or neutered prior to adoption and current of their immunizations.
- b. **Eligibility:**
  - i. Macon County Jurisdiction
- c. **Financial:**
  - i. Animal Service fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners.
  - ii. Animal Service fees from other counties are taken into consideration.
  - iii. Fees for Animal Services are due at time of service.
  - iv. More information is available in Macon County's Animal Control Ordinance - <https://maconnc.org/images/Animal%20Control%20Ordinance10.13.15.pdf>.
- d. **Sliding Fee:**
  - i. Not Applicable

## II. Case Management Services

### 1. Case Management for at Risk Children (CMARC)

- a. **Eligibility:**
  - i. CMARC is care management for Medicaid children, birth to five years of age, who have long term medical conditions, are in long-term stressful situations (been exposed to adverse childhood experiences or adversely affected by social determinates of health), children in foster care, and/or were in a Neonatal Intensive Care Unit (NICU). Referrals to CMARC may come from any community member, provider, or be a self-referral.
  - ii. Enrollment into CMARC is voluntary for the child and family.
  - iii. Parent or guardian must consent to all services, documentation and analytics.
- b. **Financial:**
  - i. Participants are not charged for these services.
- c. **Sliding Fee:**
  - i. Not Applicable



## 2. Care Management for High Risk Pregnancies (CMHRP)

- d. Macon County Public Health must assure or provide CMHRP services to Medicaid eligible patients, in accordance to CMHRP program requirements. Macon County Public Health is subcontracted by Prepaid Health plans (PHP) to provide CMHRP services. The CMHRP population is comprised of PHP Priority Members and individuals who are eligible for service.
- e. **Eligibility:**
  - i. At-Risk Pregnant Women who are not aligned with a PHP, but receive Medicaid Direct and Presumptive Eligibility coverage should also be referred to CMHRP services as applicable.
- f. **Financial:**
  - i. Participants are not charged for these services.
- g. **Sliding Fee:**
  - i. Not Applicable

## III. Clinical Services

### 1. Adult Health

- a. Macon County Public Health provides adult services that includes, but is not limited to, the following: employment physicals, DOT physicals, Sheriff's office physicals, daycare (adult employment) physicals, college physicals, foster (parent) physicals, colposcopies, etc.
- b. **Eligibility:**
  - i. 18 years old and over, Resident of Macon County (except for colposcopies, pregnancy tests).
- c. **Finance:**
  - i. Adult health visits are not eligible for sliding fee discounts; Private insurance, can be billed, if available. Patients are responsible for remaining balances or total cost of visit.
- d. **Sliding Fee:**
  - i. Not Applicable – these services are billed at a set fee per type of visit.

### 2. Breast and Cervical Cancer Control Program (BCCCP)

- a. The goal of the North Carolina Breast and Cervical Cancer Control Program (BCCCP) is to reduce the morbidity and mortality due to breast and cervical cancer in women by providing breast and cervical cancer screening, diagnostic services, and patient navigation services for eligible underserved women of North Carolina.
- b. **Eligibility:**
  - ii. Women 21 to 75 years of age with gross incomes that are below 250% of the federal poverty level, according to the Federal Poverty Guidelines, and who are uninsured or underinsured, may be eligible for breast and cervical services, subject to the limitations and exceptions listed below.

- iii. Women enrolled in Medicare (Part B) and/or Medicaid programs are not eligible for NC BCCCP-funded services.
- iv. Women receiving Family Planning (Title X of the Public Health Service Act) services are not eligible for NC BCCCP-funded services that are available through Title X funding.
- v. Documented citizenship is not required for screening and/or diagnostic services through NC BCCCP.
- vi. Breast Services:
  - 1. At least 75% of all initial mammograms provided through NC BCCCP using federal funds must be for women ages 50 to 64; no more than 25% may be provided for symptomatic women under the age of 50.
  - 2. Symptomatic women under the age of 50
    - a. NC BCCCP state funds or federal funds can be used to reimburse for diagnostic services for symptomatic women under the age of 50.
    - b. Abnormal findings, including a discrete palpable mass, nipple discharge, and skin or nipple changes, a woman can be provided a diagnostic mammogram and a referral for a surgical consultation.
  - 3. Asymptomatic women ages 40 to 49
    - a. NC BCCCP state funds may be used to reimburse for mammograms for women ages 40 to 49.
    - b. NC BCCCP federal funds may only be used for mammograms in this population for women who are symptomatic, subject to the 25% limitation noted above.
  - 4. Asymptomatic women under the age of 40
    - a. NC BCCCP state funds and federal funds can be used to screen asymptomatic women under the age of 40, if they are considered to be at high risk (see high risk defined below) for developing breast cancer.
  - 5. Asymptomatic or symptomatic women ages 65 to 75
    - a. NC BCCCP state funds may be used to reimburse for mammograms for women ages 65 to 75 if no other source of funding is available.
    - b. NC BCCCP federal funds may be used for symptomatic women in this population.
  - 6. All women should undergo a risk assessment to determine if they are at high risk for developing breast cancer.
- vii. Cervical Services:
  - 1. At least 20% of all enrolled women screened for cervical cancer shall meet the definition of never screened (greater than 10 years). The priority age for cervical cancer screening is women between the ages of

21 and 64. All women should undergo a risk assessment to determine if they are at high risk for developing cervical cancer.

2. Women diagnosed outside of NC BCCCP with breast and/or cervical cancer and/or precancerous lesions with a diagnosis that is less than three months prior to the date of BCCM application, and who meet NC BCCCP eligibility criteria may receive Patient Navigation-only (PN-only) services to apply for BCCM.

c. **Financial:**

- i. Women whose gross incomes are less than or equal to 100% of the federal poverty level shall not be charged for any services covered through NC BCCCP. However, ancillary costs and non-NC BCCCP covered fees may be charged to the NC BCCCP participant. Participants shall be notified of any possible charges prior to committing to the procedure.
- ii. A flat fee may not be charged for NC BCCCP services to any woman enrolled in NC BCCCP.

d. **Sliding Fee:**

- i. Sliding fee scales may be used for women whose gross incomes are between 101% and 250% of the federal poverty level.

### 3. Child Health

- a. MCPH Child Health Program's primary mission is to ensure health services for children, including parenting education, nutrition, well childcare, genetic services, newborn screening, childcare health consultation, developmental screening, early intervention, transition, linkage with medical homes, screening and treatment clinics, resource lines, NC Health Choice, and children/youth families with special health care needs.

b. **Eligibility:**

- i. Birth through 20 years, regardless of residency.

c. **Financial:**

- i. A sliding fee scale is applied based on current child health program guidelines. Medicaid or private insurance plans are billed, if available.

d. **Sliding Fee:**

- i. Sliding fee scales are used for children whose gross household income is between 101% and 250% of the federal poverty level per current NCDPH sliding fee scales.

### 4. Communicable Disease Control

- a. MCPH Communicable Disease Control's mission is to reduce morbidity and mortality resulting from communicable disease that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in Macon County. Macon County works with the Communicable Disease Branch under the overarching goal to control the spread of communicable

diseases, detect cases of communicable diseases, and monitor for the occurrence of new cases in the community.

- b. **Eligibility:**
  - i. Macon County residents
- c. **Finance:**
  - i. Not Applicable
- d. **Sliding Fee:**
  - i. Not Applicable

## 5. Dental Services

- a. The Macon County Children’s Dental Clinic (Molar Roller) provides comprehensive general dental services to children from birth to 19 years of age.
- b. **Eligibility:**
  - i. Resident of Macon County or enrolled in Macon County Schools, ages birth to 19.
- c. **Financial:**
  - i. Dental fees will be based on Dentemax rates plus MCPH’s fee adjustment based on the approved fee setting methodology (see attachment).
- d. **Sliding Fee:**
  - i. Self-pay consumers, or those with no dental insurance, may qualify for sliding fee scale based on their family size and household income.
  - ii. Sliding fee discount is based on 250% of Federal Poverty with a maximum discount of 50%.

## 6. Employee and Family Health

- a. a. Macon County’s Employee and Family Health Program provides Macon County Employees, their dependents and retirees who are enrolled in Macon County’s health insurance plan a clinic that is designed to screen, diagnose, and treat minor illnesses or injuries which require prompt attention, but are not of such seriousness to require a visit to an emergency room. Employee health clinic is not intended to manage chronic health conditions. Employees needing chronic disease management shall be referred to Macon County Primary Care Program. This program is NOT intended to replace an individual’s primary care provider.
- b. **Eligibility:**
  - i. Client must be an employee, dependent or retiree that is enrolled in Macon County’s insurance plan. Select part time county employees, as determined by the county manager, may also access Employee Health.
- c. **Financial:**
  - ii. There is no co-pay for sick visits.

- iii. Over-the-Counter Medications are offered at a reduced cost (\$1 - \$3) per medication.
  - iv. Employee Health eligible clients who have a lab order from their outside provider or through the employee health clinic are able to receive lab services conducted at MCPH's lab at no charge.
- b. **Sliding Fee:**
- i. Not Applicable

## 7. Family Planning or Women's Health Service

- a. MCPH Family Planning Program's mission is to reduce unintended pregnancies and improve selected health practices among low-income families. Family Planning services provide the delivery of related preventative health services including patient education and counseling, physical examinations, lab testing, basic infertility services, cervical and breast cancer screening, sexually transmitted disease and human immunodeficiency virus prevention education, testing, treatment and referral, pregnancy diagnosis and counseling, preconception health counseling, education regarding a wide range of contraceptive methods, and emergency contraception.
- b. **Eligibility:** Men and Women of childbearing age regardless of residency.
- c. **Finance:**
  - i. A sliding fee scale is applied based on current Family Planning Program billing guidelines. Medicaid or Private Insurance plans are billed, if available and patient does not request to receive "Confidential Services" (see below).
  - ii. Family Planning services must be provided solely on a voluntary basis and may NOT be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other programs (Sections 1001 and 1007, PHS Act; 42 CFR 5.5 (a) (2)).
  - iii. Family Planning must provide services without subjecting individuals to any coercion to accept services, or to employ or not to employ any particular methods of family planning (42CFR 59.5 (a) (2)).
  - iv. Adherence to program requirements in project management and administration must be based on Title X Program Requirements.
  - v. Family income shall be assessed before determination whether copayments or additional fees are charged.
    - 3. Patients whose family income is at or below 100% of current Federal Poverty Level will not be charged for services.
    - 4. Patients whose family income is 100%-250% of current Federal Poverty Level will be charged in accordance with a schedule of discounts. These patients shall not pay more in co-payments or additional fees than they would otherwise pay when the schedule of discounts is applied.

5. Patients whose family income is greater than 250% of FPL shall be charged in accordance with a schedule of fees designed to recover the reasonable cost of providing services.
- vi. Reasonable measures to verify income without burdening clients from low-income families should be observed.
1. Agencies that have lawful access to other valid means of income verification because of the patient's participation in another program may use those data rather than re-verify income or rely solely on patients self-report.
  2. If a third party (including a government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts.
  3. Patients must not be charged at 100% if they do not have proof of income at the time of service. The eligibility process should still be completed for clients, and a sliding fee scale (SFS) discount of 0% up to 100% should be applied based on the clients verbal declaration of income (recorded on the Self Declaration of Income form), income reported to another Health Department program, or income documents provided according to the current Family Planning (SFS).
  4. If a patient refuses to provide any income information, including verbal declaration of income (per current Title X guidelines):
    - a. Assure the client that the income information is strictly used to determine eligibility for sliding fee scale discounts on charges incurred for services in the Family Planning clinic.
    - b. Assure the client that the information is not shared outside of the Health Department. Offer the client the option to declare an income range rather than a specific dollar amount.
    - c. Inform the client that income reported to other Health Department programs may be used in lieu of the client's declaration of income; so if the client has reported income to another Health Department program that reported income will be used.
    - d. If no income has been reported for any other Health Department program and the client continues to refuse to declare income, inform the client that (s)he will be charged at 100% of the fee for services rendered without any discount.
    - e. If the client state (s)he cannot pay 100% of the fee for services, explain that eligibility for discounts is determined by income, and offer the client another opportunity to declare income.
    - f. Document the conversation and outcome clearly and thoroughly in the client's record. It is recommended to have the client sign a

statement that (s)he declines to provide any declaration of income and that (s)he understands that (s)he will be charged at 100% because eligibility for discounts cannot be determined in the absence of a declaration of income.

- vii. If a client, including adolescents, is seeking “confidential services”, they will be considered “confidential” and it will be documented on the Financial Eligibility form. Charges to clients seeking confidential services will be based solely on the individual’s income.
  - viii. A sign in the finance/discharge areas is required stating that charges incurred in the family planning program will be based in accordance with a schedule of discounts based on ability to pay and family size, except for persons from families whose annual income exceeds 250% of the Federal Poverty Level (59.5 & 59.10 in the Family Planning Regulations and Title VI of the Civil Rights Act of 1964 through Executive Order 13166).
  - ix. The use of NC Debt Setoff is acceptable for collecting past due amounts for Family Planning clients.
    - 1. Confidential clients should NOT be referred to Debt Set-off.
  - x. The “Bad Debt Write-Off” method of aging accounts will be strictly followed. Bills/receipts given to clients at the time of service show total charges, as well as any allowable discounts.
  - xi. Family Planning clients will pay the lesser of the copay or where they fall on Sliding Fee Scale as required by Title X.
- d. **Sliding Fee:**
- i. A sliding fee scale is applied based on current Family Planning Program billing guidelines. Medicaid or Private Insurance plans are billed, if available and patient does not request to receive “Confidential Services” (see above).

## 8. Immunization/Immunization Action Plan

- a. Macon County Public Health’s goal is to prevent disease, disability, and death from vaccine preventable diseases in infants, children, and adults. MCPH works with the NC Immunization branch to assure that individuals are age-appropriately immunized, and manages outbreaks of vaccine preventable diseases including: infants, children, college bound individuals, and adults. Macon County Public Health also offers foreign travel vaccines.
- b. **Eligibility**
  - i. There are no residency requirements for immunizations.
- c. **Financial:**
  - i. Some Foreign Travel vaccines are required to be pre-paid before ordering due to high cost of vaccine. Reference XIII (Vaccine and Administration) for further financial information.
- d. **Sliding Fee:**

- i. Not Applicable

## 9. Laboratory

- a. Laboratory services are performed by LabCorp, North Carolina State Lab of Public Health or Macon County Public Health's lab.
- b. **Eligibility:**
  - i. Not Applicable
- c. **Financial:**
  - i. Billing is determined by services provided.
  - ii. Patient insurance will be filed or patient will be billed for date of services.
- d. **Sliding Fee:**
  - i. Clinical laboratory services will be billed according to individual program Agreement Addenda (ex. Family Planning, Sexually Transmitted Disease, WiseWoman, etc.)
  - ii. External Lab Orders will be charged at 100% of fee.

## 10. Maternal Health/Prenatal

- a. MCPH Maternal Health Program's purpose is to ensure that all individuals who are pregnant and low-income have access to early and continuous prenatal and postnatal care. Obstetrical care is provided through contracted arrangements with area providers.
- b. **Eligibility:**
  - i. Patients must be a Macon County Resident, proof of residency is required.
- c. **Finance:**
  - i. Presumptive Medicaid, Medicaid or Private Insurance plans are billed, if available.
  - ii. Charges will not be assessed when income falls below 100% of Federal Poverty Guidelines, for Child Health, Family Planning and Maternity programs.
- d. **Sliding Fee:**
  - iii. A sliding fee scale is applied based on current Maternal Health Program billing guidelines.

## 11. Primary Care

- a. Macon County Public Health provides primary care services to eligible full time Macon County Residents who do not have a primary care doctor and are between the ages of 21-64 years. MCPH will not accept the following for primary care services: chronic pain management, methadone physicals, disability claims. Patients must complete a medical questionnaire, which is reviewed by the MCPH medical provider; patients can be accepted or denied primary care services based on the medical questionnaire and whether or not Macon County Public Health's physician can provide the level of care the patient requires.
- b. **Eligibility:**
  - i. Patient must be a Macon County resident



- ii. Patient must be between the ages of 21-64 years.
- c. **Finance:**
  - i. Patients with Medicare, Medicaid, or private insurance, their plans will be billed for services.
  - ii. Patients with insurance are responsible for insurance co-payments or remaining balances after insurance payment.
  - iii. Self-Pay patients are responsible for remaining balances after sliding fee scale has been applied to their services.
- d. **Sliding Fee:**
  - i. A sliding fee scale is applied to patients without insurance (self-pay) based on provided income, with a maximum discount of 60%.

## 12.School Based Health Center

- a. Macon County's School-based Health Center's primary mission is to provide students and staff of Macon County Schools a convenient and affordable option to access health care. These services will be provided through a telehealth model. This program is designed to serve one of Macon County's most vulnerable populations.
- b. **Eligibility:**
  - i. Child: Must be enrolled in Macon County Schools, and enrolled in the school based health center.
  - ii. Adult (School Staff): Must be employed by Macon County Schools, and enrolled in the school based health center.
- c. **Finance:**
  - i. Child: Medicaid or private insurance plans will be billed, if available. If non-insured, fees will be based on NC Child Health Program Financial Guidelines (see above).
  - ii. Adult: Medicaid or private insurance plans will be billed, if available. If non-insured a flat fee, determined by MCPH's Governing Boards, will be billed to the patient.
- d. **Sliding Fee:**
  - i. Child: See Child Health Program Financial Guidelines.
  - ii. Adult: Not Applicable

## 13.Sexually Transmitted Disease Prevention

- a. MCPH STD Prevention Program's mission is closely linked to the mission of the Centers for Disease Control and Prevention (CDC) Division of STD Prevention (DSTDP). The DSTDP has specific disease prevention goals that are contextualized within the broad framework of the social determinants of health, the promotion of sexual health, and the primary prevention of sexually transmitted disease. STD prevention concentrates its efforts on four focus areas to guide STD prevention and maximize longer-term impact:

- i. Adolescents and Young Adults
  - ii. Men Who Have Sex with Men (MSM)
  - iii. Pregnant Women
  - iv. STD Prevention Systems
- b. **Eligibility:**
  - i. No residency requirements
- c. **Financial:**
  - i. Offer routine Sexually Transmitted Disease (STD) and Human Immunodeficiency Virus (HIV) services at no cost to the client regardless of county of residence.
  - ii. STD testing which is not required by North Carolina Administrative Code (I OA NCAC 41A .0204) may be billed according to local billing policy (for example serum herpes testing).
  - iii. Medicaid and Private Insurance plans can be billed, if desired by client.
  - iv. Clients can choose to be a “confidential” patient and to not bill Medicaid or Private insurance plans at no cost to them, unless the service is not covered by program guidelines.
  - v. Non-Insured or confidential clients are billed at a zero charge, unless the service is not required by the North Carolina Administrative code (I OA NCAC 41A .0204), as stated above.
- d. **Sliding Fee:**
  - i. Not Applicable

#### 14. Sexually Transmitted Disease Drugs

- a. The North Carolina Administrative Code (I OA NCAC 4 IA .0204) requires North Carolina local health departments to provide free treatment for clients diagnosed with sexually transmitted diseases (STDs): Local health departments shall provide diagnosis, testing, treatment, follow-up, and preventive services for syphilis, gonorrhea, chlamydia, nongonococcal urethritis, mucopurulent cervicitis, chancroid, lymphogranuloma venereum, and granuloma inguinal. These services shall be provided upon request and at no charge to the patient.
- b. Local health departments are expected to purchase drugs at the lowest available pricing. The Health Resources and Services Administration's (HRSA) federal 340B Drug Pricing Program requires drug manufacturers to provide outpatient drugs to eligible health care organizations/covered entities at significantly reduced prices which are generally recognized as the cheapest available. This 340B Program enables covered entities to stretch scarce federal and state resources as far as possible, reaching more eligible patients and providing more comprehensive services. Local health department clinics which diagnose and treat sexually transmitted diseases and receive funding from state and local resources are 340B Program covered entities.
- c. An individual is a patient of a 340B covered entity only if:

- i. the covered entity has established a relationship with the individual, such that the covered entity maintains records of the individual's health care; and
  - ii. the individual receives health care services from a health care professional who is either employed by the covered entity or provides health care under contractual or other arrangements (e.g., referral for consultation) such that responsibility for the care provided remains with the covered entity; and
  - iii. the individual receives a health care service or range of services from the covered entity which is consistent with the service or range of services for which grant funding has been provided to the entity.
- d. **Eligibility:**
  - i. No residential requirements.
- e. **Finance:**
  - i. Macon County Public Health shall ensure program integrity and maintain auditable records which document compliance with all 340B Program requirements as specified at <https://www.hrsa.gov/opa/program-requirements/index.html>. Billing policies and procedures must comply with North Carolina Administrative Code (I OA NCAC 4 IA .0204) and insurance requirements. Medications on the STD Formulary must be charged at the cost of acquisition. The LHD must establish a fee schedule for all billable STD tests and treatments.
- f. **Sliding Fee:**
  - i. Not applicable

## 15. Tuberculosis (TB) Control

- a. The mission of the Macon County Public Health TB Program is to eliminate tuberculosis disease as a public health threat by reducing the number of new cases of TB and by controlling the spread of TB into the general population.
- b. **Eligibility:**
  - i. Any persons residing either temporarily or permanently in North Carolina.
- c. **Finance:**
  - i. Clients who are referred or present for evaluation and/or treatment to rule out active tuberculosis, or for evaluation and/or treatment for latent tuberculosis infection. These services are covered under the tuberculosis program.
- d. **Sliding Fee:**
  - i. Not Applicable

## 16. Wisewoman

- a. The NC WISEWOMAN Project promotes effective screening and lifestyle intervention strategies for cardiovascular health in order to reduce the incidence of heart disease and stroke and reduce mortality in underserved women of North Carolina.
- b. **Eligibility:**

- i. Women ages 40 to 64
  - ii. Women eligible for NC BCCCP, meaning those women with gross incomes that are less than 250% of the federal poverty level.
  - iii. Women not enrolled in Medicare Part B or Medicaid (as women enrolled in Medicare Part B or Medicaid are not eligible for NC WISEWOMAN Project enrollment or program funded services).
  - iv. There is an exception for women age 65 who had been previously enrolled in the NC WISEWOMAN Project and who otherwise remain eligible for NC BCCCP: these women may return for their rescreening 12-18 months after their initial NC WISEWOMAN Project visit.
  - v. NC WISEWOMAN Project
- c. **Financial:**
- i. NC WISEWOMAN Project funds shall only be used for payment after all other third-party payment sources (including private insurance) provide evidence of partial or non-payment of program eligible services. NC WISEWOMAN Project is the payer of last resort.
  - ii. Women whose gross incomes are less than 101 % the federal poverty level cannot be charged for any services covered through NC WISEWOMAN Project. Participants should be notified of any possible charges prior to committing to the procedure.
  - iii. A flat fee cannot be charged for NC WISEWOMAN PROJECT services to any woman enrolled in NC WISEWOMAN Project.
- d. **Sliding Fee:**
- i. Sliding fee scales may be used for women whose gross incomes are between 101% and 250% of the federal poverty level.

## 17. Workman's Compensation

- a. Macon County Public Health provides Macon County Employees with Workman's Compensation Services during business hours (8am -4:30pm- Monday through Friday) for services that are not serious enough to require an Emergency room visit.
- b. **Eligibility:**
  - i. Must be a Macon County Employee.
- c. **Finance:**
  - i. Workman's compensation claims are filed/billed to Argent by Macon County Public Health Finance.
- d. **Sliding Fee:**
  - i. Not Applicable

## IV. Environmental Health Services

- a. MCPH Environmental Health Program's primary mission is to protect environmental and public health by assuring compliance with state and local environmental laws. Environmental Health Services include inspections and permitting of septic systems,

private drinking water wells, swimming pools, hospitals, daycare centers, schools, food handling, tattoo parlors, and lodging establishments.

b. **Eligibility:**

- i. Macon County Jurisdiction

c. **Financial:**

- i. Environmental Health fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Environmental Health fees from other counties are taken into consideration.

- i. Fees for Environmental Health Services are due at time of service.

d. **Sliding Fee:**

- i. Not Applicable

## V. Women, Infant and Children's Nutrition (WIC) Services

- a. Supplemental nutrition and education program to provide specific nutritional foods and education services to improve health status of target groups.

b. **Eligibility:**

- i. WIC is available to pregnant, breastfeeding, and postpartum women as well as infants and children up to age 5.

- ii. The following criteria must also be met:

1. be a resident of North Carolina;
2. be at medical and/or nutritional risk
3. have a family income less than 185% of the US Federal Poverty Level; Medicaid, AFDC, or food stamps automatically meet the income eligibility requirement.

c. **Financial:**

- i. Participants are not charged for these services.

d. **Sliding Fee:**

- i. Not Applicable

## Appendixes

I. [Attachment – Appendix I – MCPH Accepted Insurances and Governmental Payers](#)

II. [Attachment – Appendix II – MCPH Fee Plan](#)

III. [Attachment – Appendix III – MCPH Fee Setting Methodology](#)

IV. [Attachment – Appendix IV – MCPH Fee Waiver Request Form](#)

V. [Attachment – Appendix V – MCPH Fee Waiver Settlement Letter](#)

## Macon County Billing Guide - Appendix I

### MCPH Accepted Insurances and Governmental Payers

#### Clinical Services

##### **In Network Third Party Insurances**

Macon County Public Health is in network and participates with the following Third-Party Insurances to provide clinical services:

- Aetna
- Blue Cross Blue Shield of North Carolina
- Cigna
- Medcost
- North Carolina Health Choice
- Tricare
- Prime
- Standard
- Tricare for Life
- United Healthcare
- UMR
- Humana

##### **Participating Governmental Payers**

Macon County Public Health is in network and participates with the following Governmental payers to provide clinical services:

- Medicare
- NC Medicaid
  - Including Prepaid Health Plans provided by the following:
    - Healthy Blue
    - United Health Care
    - Well Care
    - Amerihealth Caritas
    - Carolina's Complete

#### Dental Services

##### **In Network Third Party Insurances**

Macon County Public Health is in network and participates with the following Third-Party Insurances to provide dental services:

- Blue Cross Blue Shield of North Carolina
- Metlife

## **Participating Governmental Payers**

Macon County Public Health is in network and participates with the following Governmental payers to provide dental services:

- NC Medicaid
- NC Health Choice

## Macon County Public Health Billing Guide - Appendix III – MCPH's Fee Setting Methodology

The following formulas are used as MCPH's Fee Setting Methodology:

1. Clinic Fees:
  - a. Start with the cost of the item
  - b. Round up to the nearest dollar
  - c. Add \$10.00
  
2. Lab Fees:
  - a. Start with the cost of the test
  - b. Round up to the nearest dollar
  - c. Add \$20.00
  
3. Dental Fees:
  - a. Start with the rate Dentemax has set for the service
  - b. Round up to the nearest dollar
  - c. Add \$20.00
  - d. For any rate that is not on Dentemax's Fee List, multiply the Medicaid Rate by 2, then round up to the nearest dollar
  
4. Environmental Health Fees:
  - a. Environmental Health fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Environmental Health fees from other counties are taken into consideration.
  
5. Animal Services Fees:
  - a. Animal Services fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Animal Services fees from other counties are taken into consideration.
  - b. More information is available in Macon County's Animal Control Ordinance - <https://maconnc.org/images/Animal%20Control%20Ordinance10.13.15.pdf>.



**MACON COUNTY PUBLIC HEALTH**  
Fee Waiver Request Form



Print Consumer's Full Name		Date of Birth	SSN
Responsible Payer's Full Name (if different than consumer)		Address	
City	State	Zip	Phone
MCPH Account Number		Account Balance	
Date of Service	Justification Attached?	Amount Requested to be Waived	
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Additional Explanation:			
MCPH Finance Officer Signature		Date	
Health Director Signature	Date	Request Approved?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

MCPH's Health Director has the authority to waive client fees of individuals who, for good cause, are unable to pay. Clients must submit this request to MCPH in writing including the justification. MCPH Finance Director will submit the account balance and justification to the Health Director for approval.

Policy and Procedure  
MACON COUNTY PUBLIC HEALTH

**Title: Fee Waiver Response Letter**

(This document is included as an example of the actual document in the shared folder which is formatted as a template with required fields highlighted and some including drop-down option. The date automatically resets each time the template is opened. Please do not use this version as the official template and instead use the template located in the shared folder).

Macon County  
Public Health



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

Address

Dear Mr:

I received your request for waiving the fees charged to you in the amount of \$\_\_\_\_\_ for \_\_\_\_\_ services rendered \_\_\_\_\_. After careful review of your request, I have denied this request due to the following reason:

- (Decision)

You may establish a payment agreement with our agency at the health department. If you have any questions, please feel free to contact our Finance Officer at 828-349-2599.

Sincerely,

Health Director

**Macon County Public Health Fee Schedule  
Billing Guide Appendix II**

CPTCode	CPTTitle	Previous Charge Amount	Starting Cost	Rounded Up to Nearest \$	Direct/Indirect Cost Adjustment (+\$10 clinic or +\$20 lab)	New Fee
82947	1 hour post-prandial glucose measurement	\$ 18.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82542	11-nor-9-carboxy-tetrahydrocannabinol measurement	\$ 58.00	\$ 157.50	\$ 158.00	\$ 20.00	\$ 178.00
83520	14-3-3 antigen measurement	\$ 100.00	\$ 99.75	\$ 100.00	\$ 20.00	\$ 120.00
83498	17 alpha-OH-progesterone	\$ 45.00	\$ 16.70	\$ 17.00	\$ 20.00	\$ 37.00
82131	1-methylhistidine CSF	\$ 45.00	\$ 189.00	\$ 189.00	\$ 20.00	\$ 209.00
82951	2 hour glucose tolerance test	\$ 54.00	\$ 20.22	\$ 21.00	\$ 20.00	\$ 41.00
82575	24 hour creatinine renal clearance	\$ 31.00	\$ 3.50	\$ 4.00	\$ 20.00	\$ 24.00
82710	24 hour fecal fat	\$ 41.00	\$ 14.28	\$ 15.00	\$ 20.00	\$ 35.00
82570	24 hour urine 11-ketoandrosterone measurement	\$ 30.00	\$ 5.39	\$ 6.00	\$ 20.00	\$ 26.00
82384	24 hour urine 3-methoxy-4-hydroxyphenylglycol measurement	\$ 54.00	\$ 24.43	\$ 25.00	\$ 20.00	\$ 45.00
84460	Alanine aminotransferase (ALT) assay	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
84156	24 hour urine alpha 1 globulin detection by electrophoresis	\$ 29.00	\$ 3.83	\$ 4.00	\$ 20.00	\$ 24.00
86335	24 hour urine alpha-1-globulin measurement by immunoelectrophoresis	\$ 51.00	\$ 21.70	\$ 22.00	\$ 20.00	\$ 42.00

82232	24 hour urine beta-2-microglobulin/creatinine mass ratio	\$ 41.00	\$ 23.93	\$ 24.00	\$ 20.00	\$ 44.00
84560	24 hour urine calcium, phosphorus, and uric acid measurement	\$ 29.00	\$ 3.57	\$ 4.00	\$ 20.00	\$ 24.00
82507	24 hour urine citrate measurement	\$ 45.00	\$ 16.90	\$ 17.00	\$ 20.00	\$ 37.00
84681	24 hour urine C-peptide measurement	\$ 32.00	\$ 4.79	\$ 5.00	\$ 20.00	\$ 25.00
84585	24 hour urine epinephrine measurement (mass/time)	\$ 37.00	\$ 10.36	\$ 11.00	\$ 20.00	\$ 31.00
82530	24 hour urine free cortisol and cortisone measurement	\$ 37.00	\$ 10.91	\$ 11.00	\$ 20.00	\$ 31.00
84402	24 hour urine free testosterone measurement	\$ 52.00	\$ 22.28	\$ 23.00	\$ 20.00	\$ 43.00
84702	Human chorionic gonadotropin (hCG) measurement, quantitative	\$ 34.00	\$ 5.00	\$ 5.00	\$ 20.00	\$ 25.00
84100	Phosphate level	\$ 24.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00
83835	24 hour urine metanephrine	\$ 49.00	\$ 21.00	\$ 21.00	\$ 20.00	\$ 41.00
83945	24 hour urine oxalate measurement	\$ 36.00	\$ 9.58	\$ 10.00	\$ 20.00	\$ 30.00
84105	24 hour urine phosphate measurement	\$ 29.00	\$ 3.57	\$ 4.00	\$ 20.00	\$ 24.00
84133	24 hour urine potassium measurement	\$ 31.00	\$ 5.44	\$ 6.00	\$ 20.00	\$ 26.00
84144	24 hour urine progesterone measurement (mass/volume)	\$ 35.00	\$ 7.10	\$ 8.00	\$ 20.00	\$ 28.00
84300	24 hour urine sodium measurement	\$ 29.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00
84403	24 hour urine testosterone measurement	\$ 32.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00

84540	24 hour urine urea measurement	\$ 32.00	\$ 5.87	\$ 6.00	\$ 20.00	\$ 26.00
84630	Zinc level	\$ 30.00	\$ 4.28	\$ 5.00	\$ 20.00	\$ 25.00
82306	25-hydroxyvitamin D	\$ 40.00	\$ 14.53	\$ 15.00	\$ 20.00	\$ 35.00
87186	5 flucytosine antibiotic sensitivity	\$ 39.00	multiple different	\$ -	\$ 20.00	\$ -
84484	6 hour troponin measurement at point of care	\$ 110.00	\$ 72.50	\$ 73.00	\$ 20.00	\$ 93.00
81220	97-mutation cystic fibrosis expanded mutation detection panel	\$ 130.00	\$ 100.53	\$ 101.00	\$ 20.00	\$ 121.00
86870	Identification of red blood cell antibodies	\$ 42.00	\$ 16.69	\$ 17.00	\$ 20.00	\$ 37.00
86900	Blood group typing (ABO)	\$ 30.00	\$ 2.45	\$ 3.00	\$ 20.00	\$ 23.00
86850	Screening test for red blood cell antibodies	\$ 30.00	\$ 4.33	\$ 5.00	\$ 20.00	\$ 25.00
84295	Blood sodium level	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
87070	Abscess culture	\$ 25.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 30.00
85025	Complete blood cell count (red cells, white blood cell, platelets), automated test	\$ 26.00	\$ 2.00	\$ 2.00	\$ 20.00	\$ 22.00
86359	Absolute CD3 and CD4 count	\$ 35.00	Both total \$36.66	\$ 37.00	\$ 20.00	\$ 29.00
86360	Absolute CD8 suppressor cell count	\$ 73.00		\$ -	\$ -	\$ 29.00
85045	Reticulocyte count	\$ 29.00	\$ 3.49	\$ 4.00	\$ 20.00	\$ 24.00
87081	Screening test for pathogenic organisms	\$ 60.00	\$ 12.60	\$ 13.00	\$ 20.00	\$ 33.00
82164	ACE	\$ 31.00	\$ 5.49	\$ 6.00	\$ 20.00	\$ 26.00
96372	Acetaminophen injection	\$ 20.00	\$ 17.04	\$ 18.00	\$ 10.00	\$ 28.00
80299	Acetazolamide	\$ 137.00	\$ 97.44	\$ 98.00	\$ 20.00	\$ 118.00

This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.

These two test are combined in one lab test, therefore, the fee for the lab test plus \$20.00 and divided by 2.

83516	Acetylcholine receptor ganglionic neuronal antibody assay	\$ 100.00	\$ 105.00	\$ 105.00	\$ 20.00	\$ 125.00
85220	AC-globulin (ACG) assay	\$ 95.00	\$ 53.27	\$ 54.00	\$ 20.00	\$ 74.00
87149	Acid fast bacillus (AFB) organism identification by DNA probe	\$ 25.00	\$ 96.85	\$ 97.00	\$ 20.00	\$ 117.00
87207	Acid fast stain for parasites	\$ 119.00	\$ 16.97	\$ 17.00	\$ 20.00	\$ 37.00
84305	Acid labile subunit of insulin-like growth factor binding protein immunoassay	\$ 40.00	\$ 11.98	\$ 12.00	\$ 20.00	\$ 32.00
84066	Acid phosphatase prostatic	\$ 32.00	\$ 6.70	\$ 7.00	\$ 20.00	\$ 27.00
92567	Acoustic impedance test	\$ 18.00	\$ 13.20	\$ 14.00	\$ 10.00	\$ 24.00
85610	Acquired thrombotic risk panel	\$ 28.00	\$ 2.50	\$ 3.00	\$ 20.00	\$ 23.00
82024	ACTH	\$ 50.00	\$ 18.97	\$ 19.00	\$ 20.00	\$ 39.00
86255	Screening test for antibody to noninfectious agent	\$ 35.00	Multiple different	\$ -	\$ 20.00	\$ -
85730	Activated partial thromboplastin (aPTT) circulating anticoagulant measurement	\$ 28.00	\$ 2.91	\$ 3.00	\$ 20.00	\$ 23.00
85307	Activated protein C (APC) inhibitor assay	\$ 55.00	\$ 29.06	\$ 30.00	\$ 20.00	\$ 50.00
80074	Acute hepatitis panel (A, B, C)	\$ 46.00	\$ 20.30	\$ 21.00	\$ 20.00	\$ 41.00
86765	Acute measles virus IgG antibody assay	\$ 33.00	\$ 5.81	\$ 6.00	\$ 20.00	\$ 26.00
86790	Acute parainfluenza virus antibody assay	\$ 144.00	\$ 85.75	\$ 86.00	\$ 20.00	\$ 106.00
90670	Administration of 13 valent pneumococcal vaccine, pediatric dosage	\$ 231.00	\$ 268.84	\$ 269.00	\$ 10.00	\$ 279.00
90715	Administration of combined diphtheria, tetanus, and pertussis vaccine	\$ 57.00	\$ 38.07	\$ 39.00	\$ 10.00	\$ 49.00

This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.

90636	Administration of combined hepatitis A and B vaccine	\$ 116.00	\$ 103.83	\$ 104.00	\$ 10.00	\$ 114.00
96110	Administration of Developmental Test of Visual-Motor Integration (VMI)	\$ 13.00	\$ 8.75	\$ 9.00	\$ 10.00	\$ 19.00
90714	Administration of diphtheria and adsorbed tetanus toxoid preservative free vaccine in adult patient	\$ 53.00	\$ 32.94	\$ 33.00	\$ 10.00	\$ 43.00
90700	Administration of diphtheria, pertussis, and tetanus vaccine by injection	\$ 47.00	\$ 24.49	\$ 25.00	\$ 10.00	\$ 35.00
90696	Administration of diphtheria, tetanus, acellular pertussis, and inactivated polio vaccine	\$ 72.00	\$ 51.68	\$ 52.00	\$ 10.00	\$ 62.00
90698	Administration of diphtheria, tetanus, acellular pertussis, haemophilus influenzae type B, and polio vaccine	\$ 130.00	\$ 102.66	\$ 103.00	\$ 10.00	\$ 113.00
90716	Administration of first varicella vaccination	\$ 156.00	\$ 159.24	\$ 160.00	\$ 10.00	\$ 170.00
90632	Administration of hepatitis A virus vaccine in adult	\$ 70.00	\$ 68.12	\$ 69.00	\$ 10.00	\$ 79.00
90633	Administration of hepatitis A virus vaccine on 2 dose schedule for under age 18	\$ 48.00	\$ 29.95	\$ 30.00	\$ 10.00	\$ 40.00
G0010	Administration of hepatitis B vaccine	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 14.00
90744	Administration of hepatitis B vaccine and oral polio vaccine in patient 6 to 18 months of age	\$ 37.00	\$ 17.64	\$ 18.00	\$ 10.00	\$ 28.00
90746	Administration of hepatitis B vaccine in patient 20 years and older	\$ 69.00	\$ 47.05	\$ 48.00	\$ 10.00	\$ 58.00

No Change in fee

G0008	Administration of influenza virus vaccine	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 14.00	No Change in fee
90473	Administration of intranasal or oral vaccine	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 20.00	No Change in fee
90710	Administration of measles, mumps, rubella, and varicella (MMRV) vaccine	\$ 253.00	\$ 259.36	\$ 260.00	\$ 10.00	\$ 270.00	
96160	Administration of patient-focused health risk assessment instrument (eg, health hazard appraisal) with scoring and documentation, per standardized instrument	\$ 6.00	No Change	\$ -	\$ -	\$ 6.00	No Change in fee
90732	Administration of pneumococcal polysaccharide vaccine (PPV)	\$ 123.00	\$ 117.08	\$ 118.00	\$ 10.00	\$ 128.00	
G0009	Administration of pneumococcal vaccine	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 14.00	No Change in fee
90680	Administration of rotavirus vaccine on 3 dose schedule	\$ 104.00	\$ 92.43	\$ 93.00	\$ 10.00	\$ 103.00	
90717	Administration of yellow fever vaccine	\$ 171.00	\$ 179.52	\$ 180.00	\$ 10.00	\$ 190.00	
86256	Adrenal antibody titer	\$ 35.00	\$ 87.15	\$ 88.00	\$ 20.00	\$ 108.00	
99498	Advance care planning by the physician or other qualified health care professional	\$ 180.00	No Change	\$ -	\$ -	\$ 180.00	No Change in fee
99497	Advance care planning by the physician or other qualified health care professional	\$ 180.00	No Change	\$ -	\$ -	\$ 180.00	No Change in fee



80061	Advanced lipid testing panel (low density lipoprotein (LDL) cholesterol, high density lipoprotein (HDL) cholesterol, triglycerides, total cholesterol, apolipoprotein B, lipoprotein (a), low density lipoprotein (LDL) subclass size measurement and distribut	\$ 30.00	\$ 3.00	\$ 3.00	\$ 20.00	\$ 23.00
82105	AFP detection ser/plas	\$ 30.00	\$ 6.99	\$ 7.00	\$ 20.00	\$ 27.00
86235	Alanyl-tRNA synthetase antibody assay	\$ 34.00	multiple different	\$ -	\$ 20.00	\$ -
82040	Albumin	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
99408	Alcohol and substance abuse intervention for 15 to 30 minutes	\$ 31.00	\$ 30.73	\$ 31.00	\$ 10.00	\$ 41.00
99409	Alcohol and substance abuse intervention for greater than 30 minutes	\$ 63.00	\$ 60.41	\$ 61.00	\$ 10.00	\$ 71.00
82085	Aldolase Measurement	\$ 28.00	\$ 2.74	\$ 3.00	\$ 20.00	\$ 23.00
82088	Aldosterone	\$ 45.00	\$ 13.18	\$ 14.00	\$ 20.00	\$ 34.00
84075	Alkaline phosphatase	\$ 29.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00
82103	Alpha 1 antitrypsin	\$ 32.00	\$ 6.05	\$ 7.00	\$ 20.00	\$ 27.00
82104	Alpha-1-antitrypsin phenotyping	\$ 45.00	\$ 17.73	\$ 18.00	\$ 20.00	\$ 38.00
84165	Alpha-1-globulin electrophoresis	\$ 30.00	\$ 9.69	\$ 10.00	\$ 20.00	\$ 30.00
84155	Alpha-2-globulin measurement	\$ 24.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
84166	Alpha-2-globulin ur electrophoresis	\$ 34.00	\$ 9.09	\$ 10.00	\$ 20.00	\$ 30.00
84446	Alpha-tocopherol and gamma-tocopherol measurement	\$ 37.00	\$ 7.06	\$ 8.00	\$ 20.00	\$ 28.00

This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.

83880	Aminoterminal pro-brain natriuretic peptide measurement	\$ 68.00	\$ 27.12	\$ 28.00	\$ 20.00	\$ 48.00
82140	Ammonia	\$ 38.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00
81001	Automated urinalysis with microscopy	\$ 22.00	\$ 3.74	\$ 4.00	\$ 20.00	\$ 24.00
87177	Amoeba identification	\$ 30.00	\$ 13.23	\$ 14.00	\$ 20.00	\$ 34.00
82150	Amylase activity ur	\$ 30.00	\$ 4.60	\$ 5.00	\$ 20.00	\$ 25.00
86038	ANA (antinuclear antibodies)	\$ 30.00	\$ 3.86	\$ 4.00	\$ 20.00	\$ 24.00
87075	Anaerobic abscess culture	\$ 88.00	\$ 20.97	\$ 21.00	\$ 20.00	\$ 41.00
82157	Androstenedione	\$ 46.00	\$ 17.47	\$ 18.00	\$ 20.00	\$ 48.00
99394	Annual examination of established patient 12 to 17 years of age	\$ 216.00	\$ 146.00	\$ 146.00	\$ 10.00	\$ 156.00
99395	Annual examination of established patient age 18 to 39 years	\$ 217.00	\$ 142.00	\$ 142.00	\$ 10.00	\$ 152.00
99384	Annual examination of new patient age 12 to 17 years	\$ 249.00	\$ 169.00	\$ 169.00	\$ 10.00	\$ 179.00
99385	Annual examination of new patient age 18 to 39 years	\$ 242.00	\$ 167.00	\$ 167.00	\$ 10.00	\$ 177.00
99383	Annual examination of new patient age 5 to 11 years	\$ 226.00	\$ 154.00	\$ 154.00	\$ 10.00	\$ 164.00
86901	Antenatal Rh antibody screening	\$ 38.00	\$ 2.35	\$ 3.00	\$ 20.00	\$ 23.00
59025	Antepartum fetal nonstress test	\$ 62.00	\$ 24.00	\$ 24.00	\$ 10.00	\$ 34.00
86592	Antepartum rapid plasma reagin (RPR) test	\$ -	\$ 2.50	\$ 3.00	\$ 20.00	\$ 23.00
86160	Measurement of complement (immune system proteins)	\$ 33.00	\$ 69.83	\$ 70.00	\$ 20.00	\$ 90.00
86147	Anti cardiolipin antibody	\$ 37.00	\$ 10.05	\$ 11.00	\$ 20.00	\$ 31.00
86215	Anti DNase B test	\$ 42.00	\$ 14.67	\$ 15.00	\$ 20.00	\$ 35.00
82784	Antibody panel (IgG, IgA, IgM, IgE)	\$ 30.00	\$ 4.41	\$ 5.00	\$ 20.00	\$ 25.00
86747	Antibody; parvovirus	\$ 66.00	\$ 34.82	\$ 35.00	\$ 20.00	\$ 55.00

86200	Anti-citrulline IgG antibody level	\$ 45.00	\$ 15.00	\$ 15.00	\$ 20.00	\$ 35.00
86880	Antiglobulin direct phases	\$ 36.00	\$ 10.57	\$ 11.00	\$ 20.00	\$ 31.00
86709	Anti-HAV IgM	\$ 31.00	\$ 4.00	\$ 4.00	\$ 20.00	\$ 24.00
86706	Anti-HBs	\$ 29.00	\$ 3.40	\$ 4.00	\$ 20.00	\$ 24.00
86060	Anti-hyaluronidase antibody assay	\$ 29.00	\$ 3.78	\$ 4.00	\$ 20.00	\$ 24.00
86376	Anti-liver kidney microsomal antigen 1 (LKM1) ab assay	\$ 31.00	\$ 12.71	\$ 13.00	\$ 20.00	\$ 33.00
85613	Antiphospholipid syndrome profile	\$ 54.00	\$ 53.50	\$ 54.00	\$ 20.00	\$ 74.00
85301	Antiprothrombin ab	\$ 43.00	\$ 18.17	\$ 19.00	\$ 20.00	\$ 39.00
85300	Antithrombin 3 PPP chromogenic	\$ 51.00	\$ 22.68	\$ 23.00	\$ 20.00	\$ 43.00
82175	Arsenic	\$ 60.00	\$ 30.99	\$ 31.00	\$ 20.00	\$ 51.00
85014	Arterial blood hematocrit	\$ 18.00	\$ 2.87	\$ 3.00	\$ 20.00	\$ 23.00
85018	Arterial blood hemoglobin measurement by oximetry	\$ 18.00	\$ 2.87	\$ 3.00	\$ 20.00	\$ 23.00
84520	Arterial blood urea nitrogen (BUN) measurement	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
84132	Arterial whole blood potassium measurement	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
87168	Arthropod identification	\$ 17.00	\$ 43.73	\$ 44.00	\$ 20.00	\$ 64.00
82378	Ascitic fluid carcinoembryonic antigen (CEA) measurement	\$ 33.00	\$ 7.18	\$ 8.00	\$ 20.00	\$ 28.00
84450	Aspartate aminotransferase (AST) / alanine aminotransferase (ALT) ratio	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82785	Aspergillus species IgG antibody assay by fluorescent enzyme immunoassay	\$ 32.00	\$ 6.38	\$ 7.00	\$ 20.00	\$ 27.00
83721	Assess low density lipoprotein (LDL) level within 24 hours of patient admission	\$ 29.00	\$ 6.85	\$ 7.00	\$ 20.00	\$ 27.00

99080	Assessment and certification of terminal illness by physician	\$ 15.00	No Change	\$ -	\$ -	\$ 15.00	No Change in fee
97802	Assessment of nutrition education	\$ 45.00	\$ 23.07	\$ 24.00	\$ 10.00	\$ 34.00	
99420	Assessment other	\$ 9.00	No Change	\$ -	\$ -	\$ 9.00	No Change in fee
98960	Assisting patient with identification and discussion of symptoms	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
86225	Autoantibody panel (dsDNA, DNA, SM, RNP, SSA, SSB)	\$ 32.00	\$ 6.99	\$ 7.00	\$ 20.00	\$ 27.00	
85049	Automated blood large platelet detection	\$ 29.00	\$ 3.00	\$ 3.00	\$ 20.00	\$ 23.00	
81003	Automated urinalysis without microscopy	\$ 17.00	\$ 2.87	\$ 3.00	\$ 20.00	\$ 23.00	
82607	B12 level	\$ 30.00	\$ 3.50	\$ 4.00	\$ 20.00	\$ 24.00	
87205	Bacterial blood smear	\$ 18.00	\$ 7.74	\$ 8.00	\$ 20.00	\$ 28.00	
87086	Bacterial urine culture	\$ 26.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00	
86611	Bartonella ab	\$ 50.00	\$ 21.67	\$ 22.00	\$ 20.00	\$ 42.00	
82553	Baseline creatine kinase MB measurement	\$ 114.00	\$ 76.31	\$ 77.00	\$ 20.00	\$ 97.00	
83970	Baseline parathyroid hormone (PTH) measurement	\$ 31.00	\$ 5.49	\$ 6.00	\$ 20.00	\$ 26.00	
80048	Basic metabolic panel	\$ 27.00	\$ 2.58	\$ 3.00	\$ 20.00	\$ 23.00	
83036	Basic metabolic panel with reflex to hemoglobin A1C measurement	\$ 29.00	\$ 4.00	\$ 4.00	\$ 20.00	\$ 24.00	
86146	Beta 2 glycoprotein I antibody, each	\$ 16.00	\$ 3.00	\$ 3.00	\$ 20.00	\$ 23.00	
84703	Beta hCG serum qual	\$ 32.00	\$ 6.78	\$ 7.00	\$ 20.00	\$ 27.00	
84466	Beta-2-transferrin	\$ 33.00	\$ 7.06	\$ 8.00	\$ 20.00	\$ 28.00	
85705	Biggs-Douglas thromboplastin generation test	\$ 75.00	\$ 91.53	\$ 92.00	\$ 20.00	\$ 122.00	
82239	Bile acids total	\$ 37.00	\$ 10.88	\$ 11.00	\$ 20.00	\$ 31.00	
82248	Bilirubin direct	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00	

82247	Bilirubin Profile	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
58100	Biopsy of endometriosis	\$ 109.00	\$ 85.88	\$ 86.00	\$ 10.00	\$ 96.00
86618	Blood Borrelia burgdorferi antibody assay	\$ 45.00	\$ 16.29	\$ 17.00	\$ 20.00	\$ 37.00
82374	Blood carbon dioxide measurement	\$ 36.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82465	Blood cholesterol measurement	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82565	Blood creatinine assay	\$ 25.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
87641	Detection test for Staphylococcus aureus, methicillin resistant (MRSA bacteria)	\$ 40.00	\$ 67.80	\$ 68.00	\$ 20.00	\$ 88.00
80158	Blood cyclosporine A panel	\$ 43.00	\$ 15.48	\$ 16.00	\$ 20.00	\$ 36.00
86644	Blood cytomegalovirus (CMV) culture	\$ 31.00	\$ 5.59	\$ 6.00	\$ 20.00	\$ 26.00
36416	Blood draw, capillary	\$ 4.00	No Change	\$ -	\$ -	\$ 4.00
36415	Blood draw, venipuncture	\$ 9.00	No Change	\$ -	\$ -	\$ 9.00
80051	Blood electrolyte panel	\$ 29.00	\$ 2.02	\$ 3.00	\$ 20.00	\$ 23.00
86480	Blood gamma interferon background measurement by immunoassay (units/volume)	\$ 69.00	\$ 55.00	\$ 55.00	\$ 20.00	\$ 75.00
85660	Blood hemoglobin S detection by solubility test	\$ 100.00	\$ 4.00	\$ 4.00	\$ 20.00	\$ 24.00
86803	Blood hepatitis C virus (HCV) antibody assay	\$ -	\$ 5.86	\$ 6.00	\$ 20.00	\$ 26.00
86334	Blood immunofixation	\$ 27.00	\$ 4.00	\$ 4.00	\$ 20.00	\$ 24.00
83525	Blood insulin measurement	\$ 30.00	\$ 3.70	\$ 4.00	\$ 20.00	\$ 24.00
83655	Blood lead screening test	\$ 29.00	\$ 3.45	\$ 4.00	\$ 20.00	\$ 24.00
83690	Blood lipase measurement	\$ 30.00	\$ 4.29	\$ 5.00	\$ 20.00	\$ 25.00
83735	Blood magnesium measurement	\$ 25.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
83825	Blood mercury level	\$ 54.00	\$ 24.59	\$ 25.00	\$ 20.00	\$ 45.00
86735	Blood mumps virus antibody assay	\$ 32.00	\$ 4.82	\$ 5.00	\$ 20.00	\$ 25.00
83874	Blood myoglobin measurement	\$ 39.00	\$ 11.63	\$ 12.00	\$ 20.00	\$ 32.00

No Change in fee

No Change in fee

83930	Blood osmolality	\$ 31.00	\$ 5.04	\$ 6.00	\$ 20.00	\$ 26.00
80188	Plasma primidone level	\$ 41.00	Both total \$16.00	\$ 16.00	\$ 20.00	\$ 18.00
80184	Blood pentobarbital level	\$ 39.00		\$ -	\$ -	\$ 18.00
80195	Blood rapamycin level	\$ 49.00	\$ 20.37	\$ 21.00	\$ 20.00	\$ 41.00
85060	Blood smear scan (BSS)	\$ 30.00	\$ 3.70	\$ 4.00	\$ 20.00	\$ 24.00
84425	Blood thiamine measurement	\$ 42.00	\$ 14.46	\$ 15.00	\$ 20.00	\$ 35.00
84478	Blood triglycerides level	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
84550	Blood uric acid measurement	\$ 25.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
84591	Blood vitamin B7 measurement	\$ 125.00	\$ 200.49	\$ 201.00	\$ 20.00	\$ 221.00
86703	Blood-borne pathogen (BBP) source patient panel (HCV, HBsAg, HBcAb, HIV)	\$ -	\$ 5.98	\$ 6.00	\$ 20.00	\$ 26.00
86141	Body fluid C reactive protein measurement	\$ 31.00	\$ 5.81	\$ 6.00	\$ 20.00	\$ 26.00
86301	Body fluid CA 19-9 assay	\$ 35.00	\$ 9.99	\$ 10.00	\$ 20.00	\$ 30.00
86304	Body fluid cancer antigen 125 (CA-125) measurement	\$ 33.00	\$ 16.25	\$ 17.00	\$ 20.00	\$ 37.00
86300	Body fluid cancer antigen 15-3 measurement	\$ 38.00	\$ 16.81	\$ 17.00	\$ 20.00	\$ 37.00
83986	Body fluid pH measurement	\$ 9.00	\$ 8.95	\$ 9.00	\$ 20.00	\$ 29.00
86431	Body fluid rheumatoid factor measurement by immunoassay	\$ 30.00	\$ 4.20	\$ 5.00	\$ 20.00	\$ 25.00
86617	Borrelia burgdorferi 18 kilodalton IgG band detection by Western blot	\$ 58.00	\$ 28.52	\$ 29.00	\$ 20.00	\$ 49.00
82075	Breath alcohol measurement	\$ 50.00	No Change	\$ -	\$ -	\$ 50.00
96127	Brief emotional or behavioral assessment	\$ 7.00	\$ -	\$ -	\$ -	\$ 7.00
99201	Brief evaluation and management of new patient	\$ 83.00	\$ 62.10	\$ 63.00	\$ 10.00	\$ 73.00

These two test are combined into one lab test, therefore, the fee for the lab test plus \$20.00 then divided by 2.

Zero if sent to state, price shown if sent to Labcorp.

No Change in fee

No Change in fee

86308	Brush Border Antibody Measurement	\$ 33.00	\$ 4.80	\$ 5.00	\$ 20.00	\$ 25.00
86140	C reactive protein detection	\$ 30.00	\$ 4.79	\$ 5.00	\$ 20.00	\$ 25.00
87324	C. difficile A + B toxin stool	\$ 40.00	\$ 14.53	\$ 15.00	\$ 20.00	\$ 35.00
82308	Calcitonin (hormone) level	\$ 40.00	\$ 17.63	\$ 18.00	\$ 20.00	\$ 38.00
82310	Calcium bld	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82330	Calcium ionized	\$ 30.00	\$ 3.79	\$ 4.00	\$ 20.00	\$ 24.00
82340	Calcium oxalate ur	\$ 31.00	\$ 4.80	\$ 5.00	\$ 20.00	\$ 25.00
87045	Campylobacter + Salmonella + Shigella + Yersinia culture stool	\$ -	All three total \$33.00	\$ 33.00	\$ 20.00	\$ 18.00
87046	Stool Culture	\$ -		\$ -	\$ -	\$ 18.00
87427	Detection test for bacteria toxin (shiga-like toxin)	\$ -		\$ -	\$ -	\$ 18.00
80156	Carbamazepine free + total ser/plas	\$ 32.00	\$ 6.90	\$ 7.00	\$ 20.00	\$ 27.00
82375	Carbon monoxide panel	\$ 38.00	\$ 11.00	\$ 11.00	\$ 20.00	\$ 31.00
82380	Carotene	\$ 37.00	\$ 12.36	\$ 13.00	\$ 20.00	\$ 33.00
86645	Analysis for antibody (IgM) to Cytomegalovirus (CMV)	\$ 33.00	\$ 7.27	\$ 8.00	\$ 20.00	\$ 28.00
86663	Analysis for antibody to Epstein-Barr virus (mononucleosis virus)	\$ 30.00	\$ 11.61	\$ 12.00	\$ 20.00	\$ 32.00
86665	Analysis for antibody to Epstein-Barr virus (mononucleosis virus)	\$ 30.00	\$ 11.61	\$ 12.00	\$ 20.00	\$ 32.00
86695	Antibody; herpes simplex, type 1	\$ 41.00	Both total \$25	\$ 25.00	\$ 20.00	\$ 23.00
86696	Analysis for antibody to Herpes simplex virus, type 2	\$ 44.00		\$ -	\$ -	\$ 23.00
84134	Prealbumin (protein) level	\$ 33.00	\$ 6.71	\$ 7.00	\$ 20.00	\$ 27.00
86757	Analysis for antibody to Rickettsia (bacteria)	\$ 48.00	\$ 19.55	\$ 20.00	\$ 20.00	\$ 40.00

These test are combined into one lab test, therefore, the fee for the lab test plus \$20.00 and divided by 3.

These two test are combined into one lab test, therefore, the fee for the lab test plus \$20.00 and divided by 2.

86762	Analysis for antibody to Rubella (German measles virus)	\$ 30.00	\$ 4.26	\$ 5.00	\$ 20.00	\$ 25.00
86800	Thyroglobulin (thyroid protein) antibody measurement	\$ 34.00	\$ 6.99	\$ 7.00	\$ 20.00	\$ 27.00
86777	Analysis for antibody to Toxoplasma (parasite)	\$ 34.00	\$ 7.98	\$ 8.00	\$ 20.00	\$ 28.00
86780	Analysis for antibody, Treponema pallidum	\$ 67.00	\$ 7.50	\$ 8.00	\$ 20.00	\$ 28.00
86787	Analysis for antibody to varicella-zoster virus (chicken pox)	\$ 34.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00
86593	Syphilis test Quantitation	\$ 30.00	\$ 3.50	\$ 4.00	\$ 20.00	\$ 24.00
82390	Ceruloplasmin	\$ 32.00	\$ 5.79	\$ 6.00	\$ 20.00	\$ 26.00
87491	Cervical Chlamydia trachomatis DNA detection by amplified probe technique	\$ -	Both total \$37	\$ 37.00	\$ 20.00	\$ 19.00
87591	Cervical mucus Neisseria gonorrhoeae DNA detection by amplified probe technique	\$ -		\$ -	\$ 20.00	\$ 19.00
87210	Cervical wet mount	\$ 15.00	\$ 9.69	\$ 10.00	\$ 20.00	\$ 30.00
86162	CH50 (total hemolytic complement activity)	\$ 31.00	\$ 5.04	\$ 6.00	\$ 20.00	\$ 26.00
54050	Chemoablation, condyloma, penis, simple	\$ 228.00	No Change		\$ 20.00	\$ 228.00
86632	Chlamydia IgM	\$ 40.00	\$ 13.50	\$ 14.00	\$ 20.00	\$ 34.00
82435	Chloride blood	\$ 29.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82436	Chloride ur	\$ 29.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00
83718	Cholesterol/HDL ratio	\$ 25.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00
82495	Chromium level to test for poisoning or deficiency	\$ 50.00	\$ 28.52	\$ 29.00	\$ 20.00	\$ 49.00
85240	Chromogenic factor VIII activity	\$ 95.00	\$ 60.02	\$ 61.00	\$ 20.00	\$ 81.00
86704	Chronic hepatitis panel (HBsAg, HBcAb, hepatitis C ab)	\$ 32.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00
82550	CK CKMB	\$ 25.00	\$ 1.60	\$ 2.00	\$ 20.00	\$ 22.00

These two test are combined in one lab test so this is the fee for the lab test plus 20.00 and divided by 2

No Change in fee



99214	Clinic visit for established patient for 25 minutes	\$ 209.00	\$ 122.13	\$ 123.00	\$ 10.00	\$ 133.00
99215	Clinic visit for established patient for 40 minutes	\$ 262.00	\$ 182.16	\$ 183.00	\$ 10.00	\$ 193.00
87230	Clostridium difficile B toxin	\$ 40.00	\$ 14.53	\$ 15.00	\$ 20.00	\$ 35.00
85250	Clotting factor 9 antigen assay	\$ 95.00	\$ 60.02	\$ 61.00	\$ 20.00	\$ 81.00
85670	Clotting Screen	\$ 44.00	\$ 16.75	\$ 17.00	\$ 20.00	\$ 37.00
80053	CMP (comprehensive metabolic panel)	\$ 24.00	\$ 3.33	\$ 4.00	\$ 20.00	\$ 24.00
99494	Collaborative CM ea additional 30 min	\$ 55.00	\$ 54.08	\$ 55.00	\$ 10.00	\$ 65.00
82523	Collagen crosslinks	\$ 125.00	\$ 85.23	\$ 86.00	\$ 20.00	\$ 106.00
81025	Collection of urine specimen for urine pregnancy test	\$ 19.00	\$ 8.04	\$ 9.00	\$ 10.00	\$ 19.00
99172	Color vision screening	\$ 5.00	\$ -	\$ -	\$ -	\$ 5.00
57452	Colposcopy Of Cervix	\$ 191.00	\$ 84.22	\$ 85.00	\$ 10.00	\$ 95.00
57455	Colposcopy of cervix including adjacent vagina with biopsy	\$ 253.00	\$ 112.08	\$ 113.00	\$ 10.00	\$ 123.00
57454	Colposcopy of cervix including adjacent vagina with biopsy of cervix and endocervical curettage	\$ 269.00	\$ 120.87	\$ 121.00	\$ 10.00	\$ 131.00
57456	Colposcopy of cervix including adjacent vagina with endocervical curettage	\$ 239.00	\$ 105.87	\$ 106.00	\$ 10.00	\$ 116.00
85027	Complete blood cell count (red cells, white blood cell, platelets), automated test	\$ 24.00	\$ 3.11	\$ 4.00	\$ 20.00	\$ 24.00
99205	Complex new patient outpatient visit	\$ 326.00	\$ 244.26	\$ 245.00	\$ 10.00	\$ 255.00
86664	Comprehensive Epstein-Barr virus (EBV) antibody panel	\$ 30.00	\$ 11.97	\$ 12.00	\$ 20.00	\$ 32.00
86705	Comprehensive hepatitis B panel	\$ 31.00	\$ 4.00	\$ 4.00	\$ 20.00	\$ 24.00

No Change in fee

87340	Confirmatory quantitative serum or plasma hepatitis B virus surface antigen measurement	\$ 29.00	\$ 3.51	\$ 4.00	\$ 20.00	\$ 24.00
99452	consultant 16-30 min communicating & preparing referral	\$ 36.00	\$ -	\$ -	\$ -	\$ 36.00
99451	Consultant 5 minutes or more w/o pt present	\$ 36.00	\$ -	\$ -	\$ -	\$ 36.00
58301	Contraception, device intrauterine, removal	\$ 169.00	\$ 74.87	\$ 75.00	\$ 10.00	\$ 85.00
S4993	Contraceptive pills for birth control	\$ -	\$ -	\$ -	\$ -	\$ -
A4267	Contraceptive supply, condom, male, each	\$ -	\$ -	\$ -	\$ -	\$ -
82533	Cortisol	\$ 31.00	\$ 5.59	\$ 6.00	\$ 20.00	\$ 26.00
82552	Creatine kinase (CK), (CPK) isoenzymes assay	\$ 34.00	\$ 7.98	\$ 8.00	\$ 20.00	\$ 28.00
82595	Cryoglobulin	\$ 29.00	\$ 3.82	\$ 4.00	\$ 20.00	\$ 24.00
85379	D-dimer assay using latex agglutination	\$ 45.00	\$ 19.37	\$ 20.00	\$ 20.00	\$ 40.00
82627	Dehydroepiandrosterone-sulfate (DHEA-S)	\$ 37.00	\$ 9.49	\$ 10.00	\$ 20.00	\$ 30.00
17110	Destruction of up to 14 skin growths	\$ 79.00	\$ 78.99	\$ 79.00	\$ 10.00	\$ 89.00
56515	Destruction, lesion, vulva, extensive	\$ 394.00	\$ 171.94	\$ 172.00	\$ 10.00	\$ 182.00
56501	Destruction, lesion, vulva, simple	\$ 229.00	\$ 100.34	\$ 101.00	\$ 10.00	\$ 111.00
85384	Detection of fibrinogen	\$ 30.00	\$ 4.58	\$ 5.00	\$ 20.00	\$ 25.00
87496	Detection test for Cytomegalovirus (CMV)	\$ 144.00	\$ 115.40	\$ 116.00	\$ 20.00	\$ 136.00
87389	Detection test for HIV-1 and HIV-2	\$ 26.00	\$ 5.98	\$ 6.00	\$ 20.00	\$ 26.00

No Change in fee  
No Change in fee  
No Change in fee  
No Change in fee

87625	Detection test for human papillomavirus (hpv)	\$ 100.00	\$ 33.00	\$ 33.00	\$ 20.00	\$ 53.00	
87624	Detection test for human papillomavirus (hpv)	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00	No Change in fee
87798	Detection test for organism	\$ 670.00	Multiple	\$ -	\$ 20.00	\$ -	
87799	Detection test for organism	\$ 320.00	Multiple different	\$ -	\$ 20.00	\$ -	This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.
87807 NTB (87420)	Detection test for respiratory syncytial virus (RSV)	\$ 45.00	\$ 205.79	\$ 206.00	\$ 20.00	\$ 226.00	CPT code needs updated
G0109	Diab manage trn ind/group	\$ 19.00	\$ -	\$ -	\$ -	\$ -	No Change in fee
G0108	Diab manage trn per indiv	\$ 54.00	\$ -	\$ -	\$ -	\$ -	No Change in fee
S9465	Diabetic management program, dietitian visit	\$ 35.00	\$ -	\$ -	\$ -	\$ -	No Change in fee
57170	Diaphragm fitting	\$ 91.00	\$ 53.91	\$ 54.00	\$ 10.00	\$ 64.00	
80162	Digoxin	\$ 31.00	\$ 6.00	\$ 6.00	\$ 20.00	\$ 26.00	
82652	Dihydroxyvitamin D, 1, 25 level	\$ 38.00	\$ 17.43	\$ 18.00	\$ 20.00	\$ 38.00	
58300	Dilation and curettage of uterus with insertion of intrauterine device (IUD)	\$ 132.00	\$ 60.97	\$ 61.00	\$ 10.00	\$ 71.00	
80164	Dipropylacetic acid (valproic acid) level	\$ 30.00	\$ 4.64	\$ 5.00	\$ 20.00	\$ 25.00	
3510F	Docj TB screen performed & results interpret	\$ -	\$ -	\$ -	\$ -	\$ -	No Change in fee, this is included in price for PPD placement

80307	DRUG TEST(S), PRESUMPTIVE, ANY NUMBER OF DRUG CLASSES, ANY NUMBER OF DEVICES OR PROCEDURES, BY INSTRUMENT CHEMISTRY ANALYZERS (EG, UTILIZING IMMUNOASSAY [EG, EIA, ELISA, EMIT, FPIA, IA, KIMS, RIA]), CHROMATOGRAPHY (EG, GC, HPLC), AND MASS SPECTROMETRY EITHER WITH OR WITHOUT CHROMATOGRAPHY, (EG, DART, DESI, GC-MS, GC-MS/MS, LC-MS, LC-MS/MS, LDTD, MALDI, TOF) INCLUDES SAMPLE VALIDATION WHEN PERFORMED, PER DATE OF SERVICE	\$ 156.00	\$ 135.60	\$ 136.00	\$ 20.00	\$ 156.00
69210	Ear wax removal	\$ 86.00	\$ 37.03	\$ 38.00	\$ 10.00	\$ 48.00
99070	Education about incentive spirometer using demonstration	\$ 7.50	\$ 9.71	\$ 10.00	\$ 10.00	\$ 20.00
99406	Education about smoking cessation for 3 to 10 minutes	\$ 13.00	\$ 11.93	\$ 12.00	\$ 10.00	\$ 22.00
99407	Education about smoking cessation for greater than 10 minutes	\$ 25.00	\$ 23.05	\$ 24.00	\$ 10.00	\$ 34.00
87172	Enterobius vermicularis (pinworm) identification	\$ 15.00	\$ 6.24	\$ 7.00	\$ 20.00	\$ 27.00
99392	EPSDT preventive office visit, established patient 1-4 years old	\$ 200.00	\$ 90.00	\$ 90.00	\$ 10.00	\$ 100.00
99393	EPSDT preventive office visit, established patient 5-11 years old	\$ 200.00	\$ 126.00	\$ 126.00	\$ 10.00	\$ 136.00
99382	EPSDT preventive office visit, new patient 1-4 years old	\$ 227.00	\$ 90.00	\$ 90.00	\$ 10.00	\$ 100.00

99381	EPSDT preventive office visit, new patient under 1 year old	\$ 211.00	\$ 90.00	\$ 90.00	\$ 10.00	\$ 100.00
82668	Erythropoetin	\$ 32.00	\$ 4.49	\$ 5.00	\$ 20.00	\$ 25.00
99213	Established patient visit for 15 minutes	\$ 121.00	\$ 78.66	\$ 79.00	\$ 10.00	\$ 89.00
82670	Estradiol	\$ 47.00	\$ 15.98	\$ 16.00	\$ 20.00	\$ 36.00
82677	Estriol	\$ 41.00	\$ 13.78	\$ 14.00	\$ 20.00	\$ 34.00
82672	Estrogen	\$ 45.00	\$ 11.98	\$ 12.00	\$ 20.00	\$ 32.00
82679	Estrone (hormone) level	\$ 44.00	\$ 23.96	\$ 24.00	\$ 20.00	\$ 44.00
J7307	Etonogestrel (contraceptive) implant system, including implant and supplies	\$ 500.00	\$ 418.95	\$ -	\$ -	\$ 418.00
J7307	Etonogestrel (contraceptive) implant system, including implant and supplies	\$ 405.00	\$ 418.95	\$ -	\$ -	\$ 418.00
92587	Evoked otoacoustic emissions, screening assessment using otoacoustic emission (oae) equipment	\$ 63.00	\$ 30.08	\$ 31.00	\$ 10.00	\$ 41.00
99391	Examination of established patient younger than 1 year	\$ 200.00	\$ 90.00	\$ 90.00	\$ 10.00	\$ 100.00
81002	Examination of midstream urine specimen	\$ 16.00	\$ -	\$ -	\$ -	\$ -
54065	Extensive destruction of penile lesion	\$ 387.00	\$ 168.63	\$ 169.00	\$ 10.00	\$ 179.00
99173	Eye examination for visual acuity	\$ 5.00	\$ -	\$ -	\$ -	\$ 5.00
G0328	Fecal blood scrn immunoassay	\$ 18.00	\$ -	\$ -	\$ -	\$ 18.00
82705	Fecal fat detection	\$ 34.00	\$ 7.98	\$ 8.00	\$ 20.00	\$ 28.00
82274	Fecal immunohistochemical test for occult blood	\$ 50.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 40.00
82728	Ferritin	\$ 26.00	\$ 4.89	\$ 5.00	\$ 20.00	\$ 25.00

Price can not exceed 340B pricing

Price can not exceed 340B pricing

No Change in fee

No Change in fee

No Change in fee

81511	Fetal congenital abnormalities, biochemical assays of four analytes (afp, ue3, hcg [any form], dia) utilizing maternal serum, algorithm reported as a risk score	\$ 50.00	\$ 38.74	\$ 39.00	\$ 20.00	\$ 59.00
83020	Fetal hemoglobin electrophoresis QN	\$ -	State Lab			
82746	Folate ser/plas	\$ 30.00	\$ 4.79	\$ 5.00	\$ 20.00	\$ 25.00
83001	Follicle stimulating hormone (FSH) level	\$ 32.00	\$ 6.30	\$ 7.00	\$ 20.00	\$ 27.00
97803	Follow-up of medical nutrition therapy	\$ 22.00	\$ 21.44	\$ 22.00	\$ 10.00	\$ 32.00
85305	Free and total protein S panel	\$ 61.00	\$ 17.41	\$ 18.00	\$ 20.00	\$ 28.00
84480	Free and total triiodothyronine (T3) panel	\$ 32.00	\$ 3.50	\$ 4.00	\$ 20.00	\$ 24.00
84146	Free prolactin measurement	\$ 33.00	\$ 5.95	\$ 6.00	\$ 20.00	\$ 26.00
84153	Prostate specific antigen (PSA); total	\$ 33.00	\$ 4.79	\$ 5.00	\$ 20.00	\$ 25.00
85306	Free protein S antigen assay	\$ 61.00	\$ 17.41	\$ 18.00	\$ 20.00	\$ 38.00
84481	Free T3	\$ 34.00	\$ 6.09	\$ 7.00	\$ 20.00	\$ 27.00
84439	Free T4 + TSH ser	\$ 27.00	\$ 4.65	\$ 5.00	\$ 20.00	\$ 25.00
84590	Free vitamin A measurement	\$ 40.00	\$ 12.44	\$ 13.00	\$ 20.00	\$ 33.00
85303	Functional protein C activity measurement by chromogenic method	\$ 54.00	\$ 24.43	\$ 25.00	\$ 20.00	\$ 45.00
82955	G6PD activity ser	\$ 35.00	\$ 8.40	\$ 9.00	\$ 20.00	\$ 29.00
82977	Gamma glutamyl transferase (GGT) measurement	\$ 29.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00
82941	Gastrin	\$ 35.00	\$ 7.99	\$ 8.00	\$ 20.00	\$ 28.00
80050	General health panel	\$ 74.00	\$ 3.11	\$ 4.00	\$ 20.00	\$ 24.00
82985	Glycated protein	\$ 44.00	\$ 42.79	\$ 43.00	\$ 20.00	\$ 63.00
87209	Gomori-Wheatley trichrome stain modified	\$ 30.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 30.00

99412	Group preventive counseling for 1 hour	\$ 91.00	\$ -	\$ -	\$ -	\$ 91.00	No Change in fee
86677	H pylori ab	\$ 39.00	\$ 9.69	\$ 10.00	\$ 20.00	\$ 30.00	
87338	H pylori ag stool EIA	\$ 63.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 50.00	
99000	Handling of lab specimen	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	No Change in fee
83010	Haptoglobin	\$ 34.00	\$ 7.81	\$ 8.00	\$ 20.00	\$ 28.00	
86708	HAV ab	\$ 31.00	\$ 4.27	\$ 5.00	\$ 20.00	\$ 25.00	
87517	HBV ag screen	\$ 262.00	\$ 185.96	\$ 186.00	\$ 20.00	\$ 206.00	
86707	HBV-e Ab	\$ 33.00	\$ 7.02	\$ 8.00	\$ 20.00	\$ 28.00	
87350	HBV-e Ag	\$ 32.00	\$ 6.15	\$ 7.00	\$ 20.00	\$ 27.00	
87522	HCV genotyping ser/plas amplified probe	\$ 115.00	multiple different	\$ -	\$ 20.00	\$ -	This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.
96150	Health and behavior assessment each 15 minutes	\$ 21.00	\$ -	\$ -	\$ -	\$ -	No Change in fee
96151	Health and behavior re-assessment each 15 minutes	\$ 20.00	\$ -	\$ -	\$ -	\$ -	No Change in fee
83018	Heavy metal level	\$ 95.00	multiple different	\$ -	\$ 20.00	\$ -	This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.
80076	Hepatic function panel	\$ 27.00	\$ 2.44	\$ 3.00	\$ 20.00	\$ 23.00	
87902	Hepatitis C genotype	\$ 228.00	\$ 115.00	\$ 115.00	\$ 20.00	\$ 135.00	
83704	High and low density lipoprotein particle measurement	\$ 75.00	\$ 45.00	\$ 45.00	\$ 20.00	\$ 65.00	
81374	HLA class I typing, low resolution one antigen equivalent	\$ 42.00	\$ 21.54	\$ 22.00	\$ 20.00	\$ 42.00	
83090	Homocysteine	\$ 57.00	\$ 23.24	\$ 24.00	\$ 20.00	\$ 44.00	
83497	Hydroxyindolacetic acid (product of metabolism) level	\$ 10.00	\$ 75.08	\$ 76.00	\$ 20.00	\$ 96.00	
84479	Hypothyroid panel	\$ 28.00	\$ 1.75	\$ 2.00	\$ 20.00	\$ 22.00	
90474	IM adm intrasl/oral ea vaccine	\$ 20.00	No Change	\$ -	\$ -	\$ 20.00	No change in fee

90472	IM adm prq id subq/IM njxs ea vaccine	\$ 14.00	No Change	\$ -	\$ -	\$ 14.00	No change in fee
88175	Image-guided liquid-based cervical Pap w high-risk HPV	\$ 39.00	No Change	\$ -	\$ -	\$ 39.00	No change in fee
0034A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5×10 <sup>10</sup> viral particles/0.5 mL dosage; booster dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No change in fee
0013A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5 mL dosage; third dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No change in fee
0004A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3 mL dosage, diluent reconstituted; booster dose	\$ 65.00	No Change	\$ -	\$ 20.00	\$ 65.00	No change in fee



0003A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3 mL dosage, diluent reconstituted; third dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0064A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 50 mcg/0.25 mL dosage, booster dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0094A	Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 50 mcg/0.5 mL dosage, booster dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
83883	Immunoglobulin free light chains assay	\$ 40.00	\$ 7.88	\$ 8.00	\$ 20.00	\$ 28.00	
99402	Individual preventive counseling for 30 minutes	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
87804	Influenza A + B ag rapid	\$ 30.00	\$ 14.57	\$ 15.00	\$ 10.00	\$ 25.00	
86336	Inhibin A (reproductive organ hormone) measurement	\$ 20.00	\$ 113.18	\$ 114.00	\$ 20.00	\$ 134.00	

99386	Initial complete history and examination in patient of age 40 to 64 years	\$ 287.00	\$ 199.00	\$ 199.00	\$ 10.00	\$ 209.00	
99387	Initial comprehensive patient history and examination, older than 65 years of age	\$ 310.00	\$ 215.00	\$ 215.00	\$ 10.00	\$ 225.00	
99492	Initial psychiatric collaborative care management first 70 minutes	\$ 131.00	\$ 130.64	\$ 131.00	\$ 10.00	\$ 141.00	
90471	Injection of single vaccine	\$ 14.00	No Change	\$ -	\$ -	\$ 14.00	No Change in fee
J0696	Injection, ceftriaxone sodium, per 250 mg	\$ 2.50	\$ 1.41	\$ -	\$ -	\$ 1.41	Price can not exceed 340B pricing
J1100	Injection, dexamethasone sodium phosphate, 1 mg	\$ 10.00	\$ 3.96	\$ 4.00	\$ 10.00	\$ 14.00	
J1050	Injection, medroxyprogesterone acetate, 1 mg	\$ 20.00	\$ 40.00	\$ -	\$ -	\$ 40.00	Price can not exceed 340B pricing
J1050	Injection, medroxyprogesterone acetate, 1 mg	\$ 20.00	\$ 40.00	\$ -	\$ -	\$ 40.00	
S0030	Injection, metronidazole, 500 mg	\$ -	\$ -	\$ -	\$ -	\$ -	
J0561	Injection, penicillin g benzathine, 100,000 units	\$ 0.25	0.25 Per Unit	\$ -	\$ -		No Change in fee
J2790	Injection, Rho D immune globulin, human, full dose, 300 micrograms (1500 I.U.)	\$ 134.00	\$ 115.82	\$ 116.00	\$ 10.00	\$ 126.00	
11981	Insertion of drug delivery implant into tissue	\$ 65.00	\$ 101.87	\$ 102.00	\$ 10.00	\$ 112.00	
83527	Insulin free	\$ 33.00	No Change	\$ -	\$ -	\$ 33.00	No Change in fee
86382	Viral neutralization test to detect viral antibody level	\$ 70.00	\$ 55.00	\$ 55.00	\$ 20.00	\$ 75.00	
98961	Intermediate class for education about diabetes	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee

90647	Intramuscular administration of conjugated Haemophilus influenzae type b vaccine, PRP-OMP conjugate	\$ 31.00	\$ 28.11	\$ 29.00	\$ 10.00	\$ 39.00
90648	Intramuscular administration of conjugated Haemophilus influenzae type b vaccine, PRP-T conjugate	\$ 59.00	\$ 11.47	\$ 12.00	\$ 10.00	\$ 22.00
90662	Intramuscular administration of high dose split virus preservative free influenza vaccine	\$ 59.00	change later		\$ 10.00	
90686	Intramuscular administration of preservative free quadrivalent influenza vaccine in patients 3 years or older	\$ 20.00	change later		\$ 20.00	
90688	Intramuscular administration of quadrivalent influenza vaccine to patient older than 3 years	\$ 20.00	change later		\$ 20.00	
90675	Intramuscular administration of rabies vaccine	\$ 370.00	\$ 382.33		\$ 10.00	\$ 393.00
90691	Intramuscular administration of typhoid Vi capsular polysaccharide vaccine	\$ 125.00	\$ 121.95	\$ -	\$ 10.00	\$ 132.00
90672	Intranasal administration of live influenza vaccine in patient 5 to 49 years of age	\$ 40.00	No Change	\$ -	\$ -	\$ 40.00
0198T	Intraocular pressure test	\$ 5.00	No Change	\$ -	\$ -	\$ 5.00
J7300	Intrauterine copper contraceptive	\$ 265.00	\$ 295.12	\$ -	\$ -	\$ 295.00
86340	Intrinsic factor ab	\$ 36.00	\$ 10.07	\$ 11.00	\$ 20.00	\$ 31.00

These three fees are flu vaccines, fee will not be set until late August/early September when vendor releases cost.

No Change in fee

No Change in fee

Price can not exceed 340B Pricing

83540	Iron	\$ 25.00	Both total \$27.00	\$ 27.00	\$ 20.00	\$ 47.00	These two test are combined in one lab test, therefore, the fee for this test is combined.
83550	Iron binding capacity	\$ 10.00		\$ -	\$ -		
0031A	Janssen (Johnson and Johnson): Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector,preservative free, 5x10 <sup>10</sup> viral particles/0.5mL dosage, single dose.	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
91303	Janssen COVID-19 Vaccine (Johnson and Johnson): Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]) vaccine, DNA, spike protein, adenovirus type 26 (Ad26) vector, preservative free, 5x10 <sup>10</sup> viral particles/0.5mL dosage, for intramuscular use.	\$ -	No Change	\$ -	\$ -	\$ -	No change in fee
90738	Japanese encephalitis virus vaccine, inactivated, for intramuscular use	\$ 308.00	\$ 326.87	\$ 327.00	\$ 10.00	\$ 337.00	
83615	Lactate dehydrogenase (LDH) measurement	\$ 29.00	\$ 3.29	\$ 4.00	\$ 20.00	\$ 24.00	
80177	Levetiracetam level	\$ 38.00	\$ 17.43	\$ 18.00	\$ 20.00	\$ 38.00	

Q9984	Levonorgestrel-releasing intrauterine contraceptive system (Kyleena), 19.5 mg	\$ 543.00	\$ 634.42	\$ -	\$ -	\$ 634.00	Price can not exceed 340B Pricing
Q9984	Levonorgestrel-releasing intrauterine contraceptive system (Kyleena), 19.5 mg	\$ 900.00	\$ 634.42	\$ -	\$ -	\$ 634.00	Price can not exceed 340B Pricing
J7301	Levonorgestrel-Releasing Intrauterine Contraceptive System, 13.5 Mg	\$ 800.00	\$ 529.00	\$ -	\$ -	\$ 529.00	Price can not exceed 340B Pricing
J7301	Levonorgestrel-Releasing Intrauterine Contraceptive System, 13.5 Mg	\$ 376.00	\$ 529.00	\$ -	\$ -	\$ 529.00	Price can not exceed 340B Pricing
J7298	Levonorgestrel-releasing intrauterine contraceptive system, 52 mg, 5 year duration	\$ 350.00	\$ 248.64	\$ -	\$ -	\$ 248.00	Price can not exceed 340B Pricing
J7298	Levonorgestrel-releasing intrauterine contraceptive system, 52 mg, 5 year duration	\$ 311.00	\$ 248.64	\$ -	\$ -	\$ 248.00	Price can not exceed 340B Pricing
J7297	Levonorgestrel-releasing intrauterine contraceptive system, 52mg, 3 year duration	\$ 50.00	\$ 93.79	\$ -	\$ -	\$ 93.00	Price can not exceed 340B Pricing
83002	LH (luteinizing hormone)	\$ 35.00	\$ 7.10	\$ 8.00	\$ 20.00	\$ 28.00	
99204	Limited new patient visit for 31 to 40 minutes	\$ 280.00	\$ 194.58	\$ 195.00	\$ 10.00	\$ 205.00	
83695	Lipoprotein (a)	\$ 36.00	\$ 9.50	\$ 10.00	\$ 20.00	\$ 30.00	
80178	Lithium level	\$ 31.00	\$ 4.89	\$ 5.00	\$ 20.00	\$ 25.00	
99202	Low level new patient office visit	\$ 124.00	\$ 93.15	\$ 94.00	\$ 10.00	\$ 104.00	
90707	Measles, mumps and rubella virus vaccine (MMR), live, for subcutaneous use	\$ 96.00	\$ 87.61	\$ 88.00	\$ 10.00	\$ 98.00	

86003	Measurement of antibody (IgE) to allergic substance	\$ 36.00	Multiple different	\$ -	\$ 20.00	\$ -	This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.
86161	Measurement of complement function (immune system proteins)	\$ 43.00	\$ 23.00	\$ 23.00	\$ 20.00	\$ 43.00	
S0280	Medical home program, comprehensive care coordination and planning, initial plan	\$ 50.00	\$ 73.50	\$ 74.00	\$ 10.00	\$ 84.00	
S0281	Medical home, maintenance	\$ 150.00	\$ 220.50	\$ 221.00	\$ 10.00	\$ 231.00	
S9981	Medical records copying fee, administrative	\$ 15.00	No Change	\$ -	\$ -	\$ 15.00	No Change in fee
S9982	Medical records copying fee, per page	\$ 0.25	No Change	\$ -	\$ -	\$ 0.25	No Change in fee
90619	Meningococcal conjugate vaccine, serogroups A, C, W, Y, quadrivalent, tetanus toxoid carrier (MenACWY-TT), for IM use	\$ 140.00	\$ 144.45	\$ 145.00	\$ 10.00	\$ 155.00	
90621	Meningococcal recombinant lipoprotein vaccine, serogroup B (MenB), 3 dose schedule, for intramuscular use	\$ 160.00	\$ 159.26	\$ 160.00	\$ 10.00	\$ 170.00	
90620	Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB), 2 dose schedule, for intramuscular use	\$ 188.00	\$ 186.29	\$ 187.00	\$ 10.00	\$ 197.00	
82043	Microalbumin measurement	\$ 34.00	\$ 4.90	\$ 5.00	\$ 20.00	\$ 25.00	
99203	Moderate level new patient office visit	\$ 180.00	\$ 132.48	\$ 133.00	\$ 10.00	\$ 143.00	

91301	Moderna COVID-19 Vaccine: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mL dosage, for intramuscular use.	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
0011A	Moderna: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mLdosage; first dose.	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0012A	Moderna: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 100 mcg/0.5mLdosage; second dose.	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
A9153	Multi-vitamin NOS	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
98967	Nonphysician telephone assessment 11-20 min	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
T1001	Nursing assessment / evaluation	\$ 10.00	No Change	\$ -	\$ -	\$ 10.00	No Change in fee
S9470	Nutritional counseling, dietitian visit	\$ 35.00	No Change	\$ -	\$ -	\$ 35.00	No Change in fee

99212	Office outpatient visit 10 minutes	\$ 72.00	\$ 56.93	\$ 57.00	\$ 10.00	\$ 67.00	
99211	Office outpatient visit 5 minutes	\$ 43.00	\$ 34.16	\$ 35.00	\$ 10.00	\$ 45.00	
83921	Organic acid, single, quantitative	\$ 125.00	\$ 19.37	\$ 20.00	\$ 20.00	\$ 40.00	
83935	Osmolality ur	\$ 31.00	\$ 5.25	\$ 6.00	\$ 20.00	\$ 26.00	
88302	Pathology examination of tissue using a microscope	\$ 30.00	No Change	\$ -	\$ -	\$ 30.00	No Change in fee
88305	Pathology examination of tissue using a microscope, intermediate complexity	\$ 30.00	No Change	\$ -	\$ -	\$ 30.00	No Change in fee
88304	Pathology examination of tissue using a microscope, moderately low complexity	\$ 45.00	No Change	\$ -	\$ -	\$ 45.00	No Change in fee
0001A	Pfizer: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mLdosage, diluent reconstituted; first dose.	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0002A	Pfizer: Immunization administration by intramuscular injection of severe acute respiratory syndrome coronavirus 2(SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mLdosage, diluent reconstituted; second dose.	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee



0071A	Pfizer-BioNTech Covid-19 Pediatric Vaccine - Administration - First dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0072A	Pfizer-BioNTech Covid-19 Pediatric Vaccine - Administration - Second dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0073A	Pfizer-BioNTech Covid-19 Pediatric Vaccine - Administration - Third dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0054A	Pfizer-BioNTech COVID-19 Vaccine (Ready to Use) Administration - booster	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0051A	Pfizer-BioNTech Covid-19 Vaccine (Ready to Use) Administration - first dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0052A	Pfizer-BioNTech Covid-19 Vaccine (Ready to Use) Administration - second dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
0053A	Pfizer-BioNTech Covid-19 Vaccine (Ready to Use) Administration - third dose	\$ 65.00	No Change	\$ -	\$ -	\$ 65.00	No Change in fee
91300	Pfizer-BioNTech Vaccine: Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]) vaccine, mRNA-LNP, spike protein, preservative free, 30 mcg/0.3mL dosage, diluent reconstituted, for intramuscular use.	\$ -	No Change	\$ -	\$ -	\$ -	No Change in fee
80185	Phenytoin detection	\$ 32.00	\$ 6.90	\$ 7.00	\$ 20.00	\$ 27.00	
84597	Phylloquinone (Vit K)	\$ 200.00	\$ 169.50	\$ 170.00	\$ 20.00	\$ 190.00	
84244	Plasma renin activity	\$ 40.00	\$ 10.98	\$ 11.00	\$ 20.00	\$ 31.00	

84207	Plasma vitamin B-6 measurement	\$ 49.00	\$ 21.00	\$ 21.00	\$ 20.00	\$ 41.00
90677	Pneumococcal conjugate vaccine, 20 valent (PCV20), for intramuscular use	\$ 254.00	\$ 250.68	\$ 261.00	\$ 10.00	\$ 261.00
90713	Poliovirus vaccine, inactivated (IPV), for subcutaneous or intramuscular use	\$ 53.00	\$ 37.84	\$ 38.00	\$ 10.00	\$ 48.00
89321	Post vasectomy sperm count	\$ 30.00	\$ 8.25	\$ 9.00	\$ 20.00	\$ 29.00
59430	Postpartum Care	\$ 121.00	\$ 181.66	\$ 182.00	\$ 10.00	\$ 192.00
G0438	PPPS, initial visit	\$ 310.00	\$ 159.54	\$ 160.00	\$ 10.00	\$ 170.00
G0439	PPPS, subseq visit	\$ 250.00	\$ 124.63	\$ 125.00	\$ 10.00	\$ 135.00
99397	Preventive medicine services for established patient 65 years of age or older	\$ 250.00	\$ 175.00	\$ 175.00	\$ 10.00	\$ 185.00
99396	Preventive medicine services for established patient age 40 to 64 years	\$ 242.00	\$ 158.00	\$ 158.00	\$ 10.00	\$ 168.00
84153	Prostate specific antigen (PSA); total	\$ 30.00	\$ 4.79	\$ 5.00	\$ 20.00	\$ 25.00
85302	Protein C Ag	\$ 63.00	\$ 32.58	\$ 33.00	\$ 20.00	\$ 53.00
92552	Pure tone audiometry	\$ 39.00	\$ 16.65	\$ 17.00	\$ 10.00	\$ 27.00
84445	Quantitative serum thyroid stimulating immunoglobulin assay	\$ 77.00	\$ 50.00	\$ 50.00	\$ 20.00	\$ 70.00
85652	Red blood cell sedimentation rate, to detect inflammation	\$ 29.00	\$ 2.50	\$ 3.00	\$ 20.00	\$ 23.00
11444	Removal (3.1 to 4.0 centimeters) growth of face, ears, eyelids, nose, lips, or mouth	\$ 272.00	\$ 201.94	\$ 202.00	\$ 10.00	\$ 212.00
11446	Removal (over 4.0 centimeters) growth of the face, ears, eyelids, nose, lips, or mouth	\$ 333.00	\$ 275.72	\$ 276.00	\$ 10.00	\$ 286.00

11982	Removal of drug delivery implant from tissue	\$ 80.00	\$ 117.41	\$ 118.00	\$ 10.00	\$ 128.00
11440	Removal of growth (0.5 centimeters or less) of the face, ears, eyelids, nose, lips, or mouth	\$ 132.00	\$ 92.51	\$ 93.00	\$ 10.00	\$ 103.00
11420	Removal of growth (0.5 centimeters or less) of the scalp, neck, hands, feet, or genitals	\$ 110.00	\$ 84.58	\$ 85.00	\$ 10.00	\$ 95.00
11400	Removal of growth (0.5 centimeters or less) of the trunk, arms or legs	\$ 115.00	\$ 83.40	\$ 84.00	\$ 10.00	\$ 94.00
11441	Removal of growth (0.6 to 1.0 centimeters) of the face, ears, eyelids, nose, lips, or mouth	\$ 157.00	\$ 117.69	\$ 118.00	\$ 10.00	\$ 128.00
11421	Removal of growth (0.6 to 1.0 centimeters) of the scalp, neck, hands, feet, or genitals	\$ 142.00	\$ 110.06	\$ 111.00	\$ 10.00	\$ 121.00
11401	Removal of growth (0.6 to 1.0 centimeters) of the trunk, arms, or legs	\$ 135.00	\$ 102.96	\$ 103.00	\$ 10.00	\$ 113.00
11442	Removal of growth (1.1 to 2.0 centimeters) of the face, ears, eyelids, nose, lips, or mouth	\$ 174.00	\$ 132.69	\$ 133.00	\$ 10.00	\$ 143.00
11422	Removal of growth (1.1 to 2.0 centimeters) of the scalp, neck, hands, feet, or genitals	\$ 158.00	\$ 122.96	\$ 123.00	\$ 10.00	\$ 133.00
11402	Removal of growth (1.1 to 2.0 centimeters) of the trunk, arms, or legs	\$ 152.00	\$ 114.91	\$ 115.00	\$ 10.00	\$ 125.00
11443	Removal of growth (2.1 to 3.0 centimeters) of face, ears, eyelids, nose, lips, or mouth	\$ 219.00	\$ 159.72	\$ 160.00	\$ 10.00	\$ 170.00

11423	Removal of growth (2.1 to 3.0 centimeters) of the scalp, neck, hands, feet, or genitals	\$ 192.00	\$ 143.39	\$ 144.00	\$ 10.00	\$ 154.00
11403	Removal of growth (2.1 to 3.0 centimeters) of the trunk, arms, or legs	\$ 176.00	\$ 132.48	\$ 133.00	\$ 10.00	\$ 143.00
11424	Removal of growth (3.1 to 4.0 centimeters) of the scalp, neck, hands, feet, or genitals	\$ 218.00	\$ 165.55	\$ 166.00	\$ 10.00	\$ 176.00
11404	Removal of growth (3.1 to 4.0 centimeters) of the trunk, arms, or legs	\$ 194.00	\$ 150.91	\$ 151.00	\$ 10.00	\$ 161.00
11406	Removal of growth (4.0 centimeters) of the trunk, arms, or legs	\$ 232.00	\$ 213.73	\$ 214.00	\$ 10.00	\$ 224.00
11426	Removal of growth (over 4.0 centimeters) of the scalp, neck, hands, feet, or genitals	\$ 291.00	\$ 238.20	\$ 239.00	\$ 10.00	\$ 249.00
11201	Removal of skin tags	\$ 28.00	\$ 14.05	\$ 15.00	\$ 10.00	\$ 25.00
11200	Removal of up to and including 15 skin tags	\$ 70.00	\$ 59.46	\$ 60.00	\$ 10.00	\$ 70.00
11983	Removal with reinsertion of drug delivery implant into tissue	\$ 145.00	\$ 182.72	\$ 183.00	\$ 10.00	\$ 193.00
80069	Renal function panel	\$ 29.00	\$ 2.86	\$ 3.00	\$ 20.00	\$ 23.00
12020	Repair of separation of wound closure	\$ 202.00	\$ 194.38	\$ 195.00	\$ 10.00	\$ 205.00
12021	Repair of separation of wound closure with insertion of packing	\$ 148.00	\$ 115.81	\$ 116.00	\$ 10.00	\$ 126.00
12016	Repair of wound (12.6 to 20.0 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 304.00	\$ 224.19	\$ 225.00	\$ 10.00	\$ 235.00

12005	Repair of wound (12.6 to 20.0 centimeters) of the scalp, neck, underarms, genitals, trunk, arms and/or legs	\$ 228.00	\$ 168.97	\$ 169.00	\$ 10.00	\$ 179.00
12011	Repair of wound (2.5 centimeters or less) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 153.00	\$ 114.32	\$ 115.00	\$ 10.00	\$ 125.00
12001	Repair of wound (2.5 centimeters or less) of the scalp, neck, underarms, trunk, arms and/or legs	\$ 147.00	\$ 107.64	\$ 108.00	\$ 10.00	\$ 118.00
12013	Repair of wound (2.6 to 5.0 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 171.00	\$ 126.22	\$ 127.00	\$ 10.00	\$ 137.00
12002	Repair of wound (2.6 to 7.5 centimeters) of the scalp, neck, underarms, genitals, trunk, arms and/or legs	\$ 159.00	\$ 114.76	\$ 115.00	\$ 10.00	\$ 125.00
12017	Repair of wound (20.1 to 30.0 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 394.00	\$ 202.03	\$ 203.00	\$ 10.00	\$ 213.00
12006	Repair of wound (20.1 to 30.0 centimeters) of the scalp, neck, underarms, genitals, trunk, arms and/or legs	\$ 298.00	\$ 209.91	\$ 210.00	\$ 10.00	\$ 220.00
12014	Repair of wound (5.1 to 7.5 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 200.00	\$ 149.08	\$ 150.00	\$ 10.00	\$ 160.00

12015	Repair of wound (7.6 to 12.5 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 250.00	\$ 187.44	\$ 188.00	\$ 10.00	\$ 198.00
12004	Repair of wound (7.6 to 12.5 centimeters) of the scalp, neck, underarms, genitals, trunk, arms and/or legs	\$ 184.00	\$ 135.47	\$ 136.00	\$ 10.00	\$ 146.00
12018	Repair of wound (over 30.0 centimeters) of the face, ears, eyelids, nose, lips, and/or mucous membranes	\$ 476.00	\$ 249.70	\$ 250.00	\$ 10.00	\$ 260.00
12007	Repair of wound (over 30.0 centimeters) of the scalp, neck, underarms, genitals, trunk, arms and/or legs	\$ 331.00	\$ 237.75	\$ 238.00	\$ 10.00	\$ 248.00
84482	Reverse T3	\$ 49.00	\$ 20.37	\$ 21.00	\$ 20.00	\$ 41.00
T1002	RN services, up to 15 minutes	\$ 20.00	\$ 18.59	\$ 19.00	\$ 10.00	\$ 29.00
87425	Rotavirus ag EIA	\$ 38.00	\$ 12.48	\$ 13.00	\$ 20.00	\$ 33.00
93000	Routine EKG using at least 12 leads including interpretation and report	\$ 40.00	\$ 16.85	\$ 17.00	\$ 10.00	\$ 27.00
93010	Routine electrocardiogram (EKG) using at least 12 leads with interpretation and report	\$ 30.00	\$ 7.52	\$ 8.00	\$ 10.00	\$ 18.00
84443	Thyroid stimulating hormone (TSH)	\$ 24.00	\$ 2.52	\$ 3.00	\$ 20.00	\$ 23.00
G2023	Specimen collection for COVID-19 (SARS-CoV-2)	\$ 44.00	No Change	\$ -	\$ -	\$ 44.00
89055	Stool smear for eosinophil detection	\$ 33.00	\$ 7.49	\$ 8.00	\$ 20.00	\$ 28.00
99493	Subsequent psychiatric collaborative cm 60 min	\$ 105.00	\$ 104.54	\$ 105.00	\$ 10.00	\$ 115.00
80197	Tacrolimus	\$ 82.00	\$ 48.87	\$ 49.00	\$ 20.00	\$ 69.00

No Change in fee

86580	TB skin test	\$ 21.00	No Change	\$ -	\$ -	\$ 21.00	No Change in fee
Q3014	Telehealth originating site facility fee	\$ 21.00	No Change	\$ -	\$ -	\$ 21.00	No Change in fee
81420	Test for detecting genes associated with fetal disease	\$ 790.00	\$ 299.00	\$ 299.00	\$ 20.00	\$ 319.00	
80198	Theophylline	\$ 38.00	\$ 10.50	\$ 11.00	\$ 20.00	\$ 31.00	
84436	Thyroxine; total	\$ 23.00	\$ 1.75	\$ 2.00	\$ 20.00	\$ 22.00	
88342	Tissue or cell analysis by immunologic technique	\$ 110.00	Multiple different	\$ -	\$ 20.00	\$ -	This CPT code can be multiple test codes in LabCorp. We will have to adjust price depending on the test performed.
99496	Transitional care management services, highly complexity, requiring face-to-face visits within 7 days of discharge	\$ 209.00	\$ 265.71	\$ 266.00	\$ 10.00	\$ 276.00	
99495	Transitional care management services, moderately complexity, requiring face-to-face visits within 14 days of discharge	\$ 121.00	\$ 196.11	\$ 197.00	\$ 10.00	\$ 207.00	
99499	Unlisted evaluation and management service	\$ 25.00	No Change	\$ -	\$ -	\$ 25.00	No Change in fee
90723	Vaccine for diphtheria, tetanus toxoids, acellular pertussis (whooping cough), Hepatitis B, and polio for injection into muscle	\$ 92.00	\$ 65.35	\$ 66.00	\$ 10.00	\$ 76.00	
90651	Vaccine for human papilloma virus (3 dose schedule) injection into muscle	\$ 258.00	\$ 268.02	\$ 269.00	\$ 10.00	\$ 279.00	
90658	Vaccine for influenza for injection into muscle, patient age 3 years and older	\$ 20.00	change later		\$ 10.00		These two are flue vaccines, fee will not be set until late August/early September when vendor releases

90660	Vaccine for influenza for nasal administration	\$ 20.00	change later		\$ 10.00	
90681	Vaccine for Rotavirus (2 dose schedule) for oral administration	\$ 115.00	\$ 133.97	\$ 134.00	\$ 10.00	\$ 144.00
80235	Vimpat Level	\$ -	\$ 175.74	\$ 176.00	\$ 20.00	\$ 196.00
90750	Zoster (shingles) vaccine (HZV), recombinant, sub-unit, adjuvanted, for intramuscular use	\$ 177.00	\$ 183.41	\$ 184.00	\$ 10.00	\$ 194.00
87428	Infectious agent antigen detection by immunoassay technique, qualitative or semiquantitative; severe acute respiratory syndrome coronavirus (eg, SARS-CoV, SARS-CoV-2 [COVID-19]) and influenza virus types A and B	\$ 64.00	\$ 63.59	\$ 64.00	\$ -	\$ 64.00
80175	Lamotrigine level	\$ -	\$ 28.52	\$ 29.00	\$ 20.00	\$ 49.00
80183	Oxcarbazepine Level	\$ -	\$ 8.72	\$ 9.00	\$ 20.00	\$ 29.00

September when vendor releases cost.

Medicaid Reimbursement Rate



NORTH CAROLINA  
MACON COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July, 2023, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and THE FRANKLIN AREA CHAMBER OF COMMERCE, INC., a not for profit corporation duly authorized to do business in the State of North Carolina (herein after referred to as "Chamber").

1. SCOPE OF SERVICES. Chamber hereby agrees to provide the Travel and Tourism Development services under this Contract within the Franklin Travel and Tourism District pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made part hereof.

Further, Chamber agrees to provide Travel and Tourism Development services under this Contract within the Nantahala Travel and Tourism District pursuant to the provisions and specifications identified in "Attachment 2" (hereinafter collectively referred to as "Services"). Attachment 2 is hereby incorporated herein and made a part hereof

2. TERM OF CONTRACT. The Term of this Contract for services is from July 1, 2023, through June 30, 2024. This contract may be renewed annually upon written agreement by the County and Chamber.
3. PAYMENT TO CHAMBER. Except as otherwise provided for in this Paragraph #3, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by County to be within The Franklin Travel and Tourism District which consists of the Franklin, Millshoal, Ellijay, Smithbridge, Cartoogechaye, Cowee and Burningtown Townships of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services within The Franklin Travel and Tourism District. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:

- A. The Highlands Travel and Tourism District: 71.04%;
- B. The Nantahala Travel and Tourism District: 6.22%; and
- C. The Franklin Travel and Tourism District: 22.74%.

The Chamber shall receive the percentage of such occupancy taxes set forth hereinabove for The Franklin Travel and Tourism District and the same shall be additional compensation for the provision of Services within The Franklin Travel and Tourism District. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1.

The Occupancy Taxes received by Chamber from County for use in the Franklin Travel and Tourism District shall be used to promote travel and tourism within the Franklin Travel and Tourism District only.

Further, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by the County to be within The Nantahala Travel and Tourism District which consists of the Nantahala Township of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services within The Nantahala Travel and Tourism District. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:

- A. The Highlands Travel and Tourism District: 71.04%;
- B. The Nantahala Travel and Tourism District: 6.22%; and
- C. The Franklin Travel and Tourism District: 22.74%.

The Chamber shall receive the percentage of such occupancy taxes set forth hereinabove for The Nantahala Travel and Tourism District and the same shall be additional compensation for the provision of Services within The Nantahala Travel and Tourism District. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 2.

NOTWITHSTANDING THE FOREGOING, all such compensation for the provision of

Services within The Nantahala Travel and Tourism District by Chamber hereunder shall be held in an account by County and upon the submission of invoices to County by Chamber for the provision of services, overhead, materials and/or equipment for the promotion of travel and tourism in the Nantahala Travel and Tourism District in accordance with this Service Contract, County shall review the same, code them and pay the same from such account to the extent such account contains sufficient funds to pay the same. County shall provide Chamber a monthly statement of the occupancy taxes collected by the County for use within The Nantahala Travel and Tourism District for the preceding month in order to let Chamber know that amount, less the administrative expenses withheld by County.

The Occupancy Taxes received by Chamber from County for use in the Nantahala Travel and Tourism District shall be used to promote travel and tourism with the Nantahala Travel and Tourism District only.

4. **INDEPENDENT CONTRACTOR.** County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Contract. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.  
Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract. In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
6. **HEALTH AND SAFETY.** Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin,

or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Chamber may be declared ineligible for further County contracts.

8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
9. **TERMINATION OF AGREEMENT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination period shall begin upon receipt of the notice of termination. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **RECORD KEEPING.** The Chamber shall furnish to the County a copy of the Chamber's payroll for any employees funded by County monies on at least a quarterly basis showing the wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). The hourly rate shall be made available to the County Manager.

Funds provided under his Contract shall not be used to pay for employees for work which is connected with general Chamber activities conducted outside of the scope of this Contract. Funds provided under this Contract shall not be used to pay for promotional materials or activities which are connected with general Chamber activities conducted outside the scope of this Contract.

11. **SUCCESSORS AND ASSIGNS.** Chamber shall not assign its interest in this Contract without the written consent of County. Chamber has no authority to enter into contract on behalf of County.
12. **COMPLIANCE WITH LAWS.** Chamber represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

13. NOTICES. All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- |                      |                              |
|----------------------|------------------------------|
| COUNTY OF MACON      | THE FRANKLIN AREA CHAMBER OF |
| ATTN: County Manager | COMMERCE, INC.               |
| 5 West Main St.      | ATTN: Linda Harbuck          |
| Franklin, NC 28734   | 98 Hyatt Road                |
|                      | Franklin, NC 28734           |
14. AUDIT RIGHTS. For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Chamber must make the materials to be audited available within one (1) week of the request for them.
- In addition, Chamber shall, at its own expense, cause an annual audit of its financial statements to be performed and provide County with a copy of the annual audit.
15. COUNTY NOT RESPONSIBLE FOR EXPENSES. County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless otherwise agreed in writing.
16. EQUIPMENT. Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. REPORTS. Chamber shall make semi-annual reports of activities to the Franklin-Nantahala Area Tourism Development Commission.
18. Chamber hereby acknowledges receipt of a copy of, and expressly agrees to the terms and provisions of the Macon County Commissioners' Resolution Amending in Part the Resolution Creating the Franklin-Nantahala Area and The Highlands Area Tourism and Development Commissions, which was adopted on June 11, 2019.
19. ENTIRE AGREEMENT. This Contract and the attached documents labeled "Attachment 1" and "Attachment 2" shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
20. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County of Macon has caused these presents to be signed in its name by its County Manager, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

COUNTY OF MACON

By: \_\_\_\_\_  
Derek Roland, County Manager

THE FRANKLIN AREA CHAMBER OF COMMERCE, INC.

By: \_\_\_\_\_  
Authorized Representative

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

\_\_\_\_\_  
Macon County Finance Officer

Attachment 1:

Scope of Services:

Provide Space and Staffing for a Visitor Information Center;

Provide maintenance and supplies for a Visitor Center, including parking, public restrooms and beautification of grounds;

Provide insurance and utilities for visitor center operations;

Provide staff for answering phones and responding to tourism requests;

Provide staff, materials and equipment for preparing and mailing tourism information packages;

Pay staff payroll expenses and insurance;

Maintain a website providing tourism information for Macon County;

Provide staff for bookkeeping and reporting;

Prepare and distribute advertising and promotional materials and press releases;

Maintain a database of local photos for use in advertising and promotion;

Maintain contacts and work cooperatively with local and regional organizations to promote tourism;

Develop and coordinate printing and production of brochures, guides, maps, etc.;

Produce and promote events to attract tourist to Macon County;

Provide telecommunications services and equipment; and

Provide office equipment and materials.

Attachment 2:

Scope of Services:

Provide insurance and utilities for operations;

Provide staff for answering phones and responding to tourism requests;

Provide staff, materials and equipment for preparing and mailing tourism information packages;

Pay staff payroll expenses and insurance;

Maintain a website providing tourism information for Macon County;

Provide staff for bookkeeping and reporting;

Prepare and distribute advertising and promotional materials and press releases;

Maintain a database of local photos for use in advertising and promotion;

Maintain contacts and work cooperatively with local and regional organizations to promote tourism;

Develop and coordinate printing and production of brochures, guides, maps, etc.;

Produce and promote events to attract tourist to Macon County;

Provide telecommunications services and equipment; and

Provide office equipment and materials.



THIS CONTRACT is made, and entered into this the 1<sup>st</sup> day of July, 2023, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, (hereinafter referred to as “County”), and HIGHLANDS AREA CHAMBER OF COMMERCE, INC., a not for profit corporation duly authorized to do business in the State of North Carolina (herein after referred to as “Chamber”).

1. SCOPE OF SERVICES. Chamber hereby agrees to provide the Travel and Tourism Development services under this Contract within the Highlands Area Travel and Tourism District(s) pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made part hereof.
2. TERM OF CONTRACT. The Term of this Contract for services is from July 1, 2023, through June 30, 2024. This contract may be renewed annually upon written agreement by the County and Chamber.
3. PAYMENT TO CHAMBER. Except as otherwise provided for in this Paragraph #3, Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places known by County to be within The Highlands Travel and Tourism District which consists of the Flats, Sugarfork, and Highlands Townships of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as compensation for the provision of Services. However, notwithstanding the foregoing, all occupancy taxes heretofore and hereafter collected by Airbnb and other companies which operate in a similar fashion to Airbnb and which are remitted to Macon County with inadequate information to identify the owner of the property temporarily rented and the Township or address of the property temporarily rented for which such occupancy taxes were collected shall be used to promote travel and tourism within the following Travel and Tourism Districts in the following percentages, less any administrative fee due the County pursuant to applicable law:
  - A. The Highlands Travel and Tourism District: 71.04 %;
  - B. The Nantahala Travel and Tourism District: 6.22 %; and
  - C. The Franklin Travel and Tourism District: 22.74 %.

The Chamber shall receive only the percentage of such occupancy taxes set forth hereinabove for The Highlands Travel and Tourism District and the same shall be additional compensation for the provision of Services. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1.

4. **INDEPENDENT CONTRACTOR.** County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Contract. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

6. **HEALTH AND SAFETY.** Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Chamber may be declared ineligible for further County contracts.

8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
9. **TERMINATION OF AGREEMENT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination period shall begin upon receipt of the notice of termination.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **RECORD KEEPING.** The Chamber shall furnish to the County a copy of the Chamber's payroll for any employees funded by County monies on at least a quarterly basis showing the wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). The hourly rate shall be made available to the County Manager.

Funds provided under his Contract shall not be used to pay for employees for work which is connected with general Chamber activities conducted outside of the scope of this Contract. Funds provided under this Contract shall not be used to pay for promotional materials or activities which are connected with general Chamber activities conducted outside the scope of this Contract.

11. **SUCCESSORS AND ASSIGNS.** Chamber shall not assign its interest in this Contract without the written consent of County. Chamber has no authority to enter into contract on behalf of County.
12. **COMPLIANCE WITH LAWS.** Chamber represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
13. **NOTICES.** All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF MACON  
ATTN: County Manager  
5 West Main St.  
Franklin, NC 28734

HIGHLANDS AREA CHAMBER OF COMMERCE  
ATTN: Kaye McHan  
P.O. Box 62  
Highlands, NC 28741

14. **AUDIT RIGHTS.** For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Chamber must make the materials to be audited available within one (1) week of the request for them.

In addition, Chamber shall, at its own expense, cause an annual audit of its financial statements to be performed and provide County with a copy of the annual audit.

15. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless otherwise agreed in writing.
16. **EQUIPMENT.** Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. **REPORTS.** Chamber shall make semi-annual reports of activities to the Highlands Area Tourism Development Commission.
18. Chamber hereby acknowledges receipt of a copy of, and expressly agrees to the terms and provisions of the Macon County Commissioners' Resolution Amending in Part the Resolution Creating the Franklin-Nantahala Area and The Highlands Area Tourism and Development Commissions which was adopted on June 11, 2019.
19. **ENTIRE AGREEMENT.** This Contract and the attached document labeled "Attachment 1" shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
20. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County of Macon has caused these presents to be signed in its name by its County Manager, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

COUNTY OF MACON

By: \_\_\_\_\_  
Derek Roland, County Manager

HIGHLANDS AREA CHAMBER OF COMMERCE, INC.

By: \_\_\_\_\_  
Authorized Representative

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

\_\_\_\_\_  
Macon County Finance Officer

## ATTACHMENT 1

### SCOPE OF SERVICES

The purpose of this Contract is to set forth the rights, obligations and responsibilities of the Highlands Area Chamber of Commerce to perform the functions of travel and tourism development for the County on a contract basis. The Chamber's extensive knowledge of the Highlands area community and its strong relationships with business, political, government and educational leaders allows the chamber to effectively serve the County's needs. To assist with the promotion and expansion of travel and tourism to Macon County, the Chamber shall provide the following services in the Highlands Area Travel and Tourism District(s):

1. Major Responsibilities:

- A. Visitor Center Operators
- B. Tourism and Travel Promotion
- C. Marketing
- D. Communications

2. Reporting:

The Chamber shall furnish the County Manager or his designee the following periodic reports, including an accounting for the expenditures of County funds pertaining to the Services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Additionally, the Chamber shall provide:

- A. Communication from the Chamber on progress to targeted travel and tourism sectors as requested by the County and/or the TDC, in such form as the parties may agree.
- B. A semi-annual report presented to the TDC each January and July.

July 26, 2023

AMENDMENT # 10

FROM: FINANCE

DEPARTMENT: DSS

EXPLANATION: Carry Forward June 2023 available plus Revenues for new FY

	DESCRIPTION	INCREASE	DECREASE
11-5314-5675-28	ADOPTION EXPENSE	\$74804	
11-3840-4179-00	FUND BALANCE	\$74804	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 11

FY 2024

DEPARTMENT: HEALTH

EXPLANATION: Carry forward Contribution funds to FY24

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	4,841	
115128-555126	Mountainwise Services - Local	4,841	

PREPARED BY Judy Bell

REQUESTED BY DEPARTMENT HEAD Kathleen Hara

RECOMMENDED BY FINANCE OFFICER Alex Caputo

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_



MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 12

FY 2024

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY24 includes monies that are budgeted to pay for June 2023 expenses. The budget for FY24 needs to be reduced by \$6433 in revenue and expenditures. This decrease will cover the expenses for June 2023.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115125-555106	Contracted Services		5,983
115125-556011	Operating		112
115125-558901	Travel		338
113511-426001	Tobacco Grant		6,433

PREPARED BY: Judy Bell

REQUESTED BY DEPARTMENT HEAD Laura McHat

RECOMMENDED BY FINANCE OFFICER Aim Cor

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 13

FY 2024

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY24 includes monies that are budgeted to pay for June 2023 expenses. The budget for FY24 needs to be reduced by \$5625 in revenue and expenditures. This decrease will cover the expenses for June 2023.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-565031	Minority Diabetes Prevention Grant		5,625
113511-426007	Minority Diabetes Prevention Grant		5,625

PREPARED BY: Judy Bell

REQUESTED BY DEPARTMENT HEAD Frank McHale

RECOMMENDED BY FINANCE OFFICER Alan Cap

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 14

Date: 7/21/2023

DEPARTMENT: HEALTH

Explanation: Rollover Animal Control Donations from FY23 to FY24

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance	5,220	
114380-575055	Animal Control Donations	\$ 5,220.00	

PREPARED BY Melissa Butcher

REQUESTED BY DEPARTMENT HEAD Kathie McHale

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT FY24  
AMENDMENT # 15

Date: 7/21/2023

DEPARTMENT: HEALTH

Explanation: Remaining funds for AA543 ELC Enhancing Detection Activities (CFDA/Assistance Listing # 93.323) rolled from FY23

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-445716	AA 543 Revenue	\$ 13,438.00	
115113-556011	AA 543 Operating Supplies	\$ 13,438.00	

PREPARED BY Melissa Setzer

REQUESTED BY DEPARTMENT HEAD Kathleen M. Sica

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 16  
 DEPARTMENT Rec Park  
 EXPLANATION Roll forward funds for Rec Park Master Plan

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113840	417900	FUND BALANCE APPROPRIATED	27,740	
116120	555100	PROFESSIONAL FEES	27,740	

REQUESTED BY DEPARTMENT HEAD Seth Adams  
 RECOMMENDED BY FINANCE OFFICER [Signature]  
 APPROVED BY COUNTY MANAGER  
 ACTION BY BOARD OF COMMISSIONERS 8/8/2023  
 APPROVED & ENTERED ON MINUTES DATED  
 CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 17

DEPARTMENT Senior Services

EXPLANATION Rollover monies from SHIP Grant

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ACCOUNT	DESCRIPTION	INCREASE	DECREASE
<del>113840</del> <u>41790</u>	<i>Fund Balance Appropriated</i>	4,539.00	
115831 567526	SHIP Expen	4,539.00	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER *[Signature]*

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT #

18

DEPARTMENT

Senior Services

EXPLANATION

Extra monies from HCCBG

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113584	444000	Adult Day State funds	16,956.00	
115834	568300	Adult day meals	16,956.00	

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

8/8/2023

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 19  
 DEPARTMENT Senior Services  
 EXPLANATION Rollover monies from NCOA Grant

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113584 439605	NCOA Grant	43,806	
115842 550001	SALARY	11,255	
115842 550005	LONGEVITY	274	
115842 550201	MEDICARE	866	
115842 550203	HOSPITALIZATION	2,180	
115842 550206	LIFE INSURANCE	262	
115842 550207	RETIREMENT	1,369	
115842 550701	COUNTY 401K	225	
115842 555106	CONTRACTED SERVICES	13,774	
115842 556001	OFFICE SUPPLIES	790	
115842 556800	PRINTING	68	
115842 556803	ADVERTISING	6,000	
115842 556810	INCENTIVES	2,600	
115842 558901	TRAVEL	1,310	
115842 559700	NON-CAPITAL EQUIPMENT	2,833	

REQUESTED BY DEPARTMENT HEAD Patrick Betancourt  
 RECOMMENDED BY FINANCE OFFICER Adam Casper  
 APPROVED BY COUNTY MANAGER \_\_\_\_\_  
 ACTION BY BOARD OF COMMISSIONERS 8/8/2023  
 APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_  
 CLERK \_\_\_\_\_



MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 20

FROM: Lindsay Leopard

DEPARTMENT: Sheriff's Office

EXPLANATION: Calendar Sales appropriation for Christmas Dinner venue deposit, Macon County  
Fair advertisement and department picnic expenses.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	\$1,640.00	
114310-556024	Special Fund Expenses	\$1,640.00	

REQUESTED BY DEPARTMENT HEAD *Shelly Best Helms*

RECOMMENDED BY FINANCE OFFICER *Adam Cayton*

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 21

FROM: Brent Holbrooks

DEPARTMENT: Sheriff  
EXPLANATION: Insurance Settlement

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3839-4850-00	Insurance Settlement	\$7,633.00	
11-4313-5565-03	Vehicle Repairs	\$7,633.00	

REQUESTED BY DEPARTMENT HEAD Sheriff Brent Holbrooks

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 27

DEPARTMENT Soil Conservation

EXPLANATION Roll balance of grant received from NC Department of Agriculture and Consumer Services.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113850 435023	STREAM FLOW REHABILITATION PROGRAM	235,571	
114940 561712	STREAM FLOW REHABILITATION PROGRAM	235,571	

REQUESTED BY DEPARTMENT HEAD Doug Johnson

RECOMMENDED BY FINANCE OFFICER Allen Cooper

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 23

DEPARTMENT Soil & Water Conservation

EXPLANATION Appropriate \$14,000 NCADFP (NC Agricultural Development & Farmland Preservation) trust fund grant.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113850	445709	NCADFP TRUST FUND GRANT	14,000	
114940	561709	NCADFP TRUST FUND GRANT	14,000	

REQUESTED BY DEPARTMENT HEAD Doug Johnson

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER [Signature]

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 24  
 DEPARTMENT SOIL & WATER  
 EXPLANATION Appropriate \$92,513 of EEG funds for Cove Branch Project.

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ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113850	445721	ENVIRONMENTAL ENHANCEMENT GRANT	92,513	
114940	561711	ENVIRONMENTAL ENHANCEMENT GRANT	92,513	

REQUESTED BY DEPARTMENT HEAD *Doug Johnson*  
 RECOMMENDED BY FINANCE OFFICER *Shem Gayden*  
 APPROVED BY COUNTY MANAGER  
 ACTION BY BOARD OF COMMISSIONERS 8/8/2023  
 APPROVED & ENTERED ON MINUTES DATED  
 CLERK

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 25

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: 1. MOVING MONEY FOR HIGHLANDS TRANSFER STATION, CAPITAL  
IMPROVEMENTS FROM FY 22-23 TO FY 23-24.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
60 4724 569506	CAPITAL IMPOVEMENTS	50000	
60 3472 447203	FUND BALANCE APPROPRIATED	50000	

REQUESTED BY DEPARTMENT HEAD Chris Stahl Ijc

RECOMMENDED BY FINANCE OFFICER Allen Carpenter

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 26

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: 1. MOVING MONEY FOR FIRE INSURANCE COLLECTED ON THE  
BALER INCIDENT, CAPITAL IMPROVEMENTS- FROM FY 22-23 TO FY  
23-24.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
60 4726 569506	CAPITAL IMPROVEMENTS	275,266.	
60 3472 447203	FUND BALANCE APPROPRIATED	275,266.	

REQUESTED BY DEPARTMENT HEAD Chris Stahl/jc

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS 8/8/2023

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

**MACON COUNTY BUDGET AMENDMENT**

AMENDMENT # 27

FROM: FINANCE

DEPARTMENT: TRANSIT

EXPLANATION: Roll Funds from sell of fixed assets

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3840-4179-00	Fund balanced Appropriated	\$ 10,778.00	
11-4935-5597-00	Non - Capital Equipment	\$ 10,778.00	

REQUESTED BY DEPARTMENT HEAD: [Signature]

RECOMMENDED BY FINANCE OFFICER: [Signature]

APPROVED BY COUNTY MANAGER: \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS: 8/8/2023

APPROVED AND ENTERED ON MUNIS DATED: \_\_\_\_\_

CLERK: \_\_\_\_\_



**MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 28**

**FROM: FINANCE**

**DEPARTMENT: TRANSIT**

**EXPLANATION: Roll funds forward from FY23 for New Facility**

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3840-417900	Fund Balance Appropriation	\$ 155,829.00	
11-3570-4351-09	NCDOT CTP CAPITAL	\$ 623,316.00	
11-4935-5693-00	New Facility	\$ 779,145.00	

REQUESTED BY DEPARTMENT HEAD: [Signature]

RECOMMENDED BY FINANCE OFFICER: [Signature]

APPROVED BY COUNTY MANAGER: \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS: 8/8/2023

APPROVED AND ENTERED ON MUNIS DATED: \_\_\_\_\_

CLERK: \_\_\_\_\_

Macon County Tax Office  
5 West Main Street  
Franklin, NC 28734



Phone: (828) 349-2149  
[draby@maconnc.org](mailto:draby@maconnc.org)

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Collector's Office  
Delena Raby, Tax Collections Supervisor

DATE: August 3, 2023

RE: Releases for July, 2023

Attached please find the report of property tax releases for real estate and personal property that require your approval in order to continue with the process of releasing these amounts from the tax accounts. Please feel free to contact me if you should have any questions. The report of releases in alphabetical order is attached.

AMOUNT OF RELEASES FOR JUNE 2023: \$ 18,562.83

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
75448 BLUE RIDGE AUTOMOTIVE	2021-101488	DY: PERSONAL PROPERTY LAS	12/31/9999 8:51:05 AM			
		CLERICAL ERROR		F01 ADVL TAX	2,580.00	1.41
		CLERICAL ERROR		G01 ADVL TAX	2,580.00	10.32
		CLERICAL ERROR		G01 PEN FEE	2,580.00	1.03
		CLERICAL ERROR		F01 PEN FEE	2,580.00	0.14
		CERT OF DISSOLUTION PER NC SECRETARY OF STATE		TOTAL RELEASES:		12.90
75448 BLUE RIDGE AUTOMOTIVE	2022-101488	DY: PERSONAL PROPERTY LAS	12/31/9999 8:50:11 AM			
		CLERICAL ERROR		F01 ADVL TAX	2,580.00	1.81
		CLERICAL ERROR		G01 ADVL TAX	2,580.00	10.32
		CLERICAL ERROR		G01 PEN FEE	2,580.00	1.03
		CERT OF DISSOLUTION PER NC SECRETARY OF STATE		TOTAL RELEASES:		13.16
939 BROWNING, ODELL	2017-57	DY: RP:0000201002 LAS	12/31/9999 12:51:49 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	10,000.00	34.90
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	10,000.00	5.00
		ILLEGAL TAX		TOTAL RELEASES:		39.90
939 BROWNING, ODELL	2018-57	DY: RP:0000201002 LAS	12/31/9999 12:52:28 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	10,000.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	10,000.00	34.90
		ILLEGAL TAX		TOTAL RELEASES:		39.90
939 BROWNING, ODELL	2015-57	DY: RP:0000201002 LAS	12/31/9999 12:50:27 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	10,000.00	34.90
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	10,000.00	5.00
		ILLEGAL TAX		TOTAL RELEASES:		39.90
939 BROWNING, ODELL	2016-57	DY: RP:0000201002 LAS	12/31/9999 12:51:11 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	10,000.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	10,000.00	34.90
		ILLEGAL TAX		TOTAL RELEASES:		39.90
12402 COLTHUP, JOHN & CLARE	2023-65550	DY:ORP:6572197787 LAS	12/31/9999 8:58:22 AM			
		CLERICAL ERROR		F02 ADVL TAX	7,910.00	4.26
		CLERICAL ERROR		G01 ADVL TAX	7,910.00	21.36
		EXEMPT PROPERTY		TOTAL RELEASES:		25.62

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
145758 DISCOVER CHURCH MINISTRIES INC	2023-81466	DY:ORP:6595841815 LAS	12/31/9999 9:03:15 AM			
		CLERICAL ERROR		F01 ADVL TAX	341,050.00	178.71
		CLERICAL ERROR		G01 ADVL TAX	341,050.00	920.84
		CLERICAL ERROR		L01 FFEEFEE	341,050.00	108.00
		PROPERTY IS TAX EXEMPT				
				TOTAL RELEASES:		1,207.55
149708 DYER & RICKE PLLC	2023-232420	DY: PERSONAL PROPERTY LAS	12/31/9999 2:36:16 PM			
		CLERICAL ERROR		G01 ADVL TAX	15,785.00	42.62
		CLERICAL ERROR		H01 ADVL TAX	15,785.00	16.13
		CLERICAL ERROR		G01 PEN FEE	15,785.00	4.26
		CLERICAL ERROR		F10 ADVL TAX	15,785.00	3.01
		CLERICAL ERROR		H01 PEN FEE	15,785.00	1.61
		CLERICAL ERROR		F10 PEN FEE	15,785.00	0.30
		VALUE ON ANOTHER ACCOUNT				
				TOTAL RELEASES:		67.93
16126 HALL, VAUGHN WALTER & FLORA A	2017-18	DY: RP:0000104923 LAS	12/31/9999 12:48:51 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,560.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,560.00	5.44
		ILLEGAL TAX				
				TOTAL RELEASES:		10.44
16126 HALL, VAUGHN WALTER & FLORA A	2018-18	DY: RP:0000104923 LAS	12/31/9999 12:49:32 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,560.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,560.00	5.44
		ILLEGAL TAX				
				TOTAL RELEASES:		10.44
16126 HALL, VAUGHN WALTER & FLORA A	2015-18	DY: RP:0000104923 LAS	12/31/9999 3:32:45 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,560.00	5.44
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,560.00	5.00
		ILLEGAL TAX				
				TOTAL RELEASES:		10.44
16126 HALL, VAUGHN WALTER & FLORA A	2016-18	DY: RP:0000104923 LAS	12/31/9999 12:46:24 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,560.00	5.44
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,560.00	5.00
		ILLEGAL TAX				
				TOTAL RELEASES:		10.44
151029 HEDDEN, AARON BRUCE	2023-81527	DY:ORP:6595897730 LAS	12/31/9999 2:46:08 PM			
		CLERICAL ERROR		F01 ADVL TAX	8,920.00	4.67
		CLERICAL ERROR		G01 ADVL TAX	8,920.00	24.08
		REVAL ADJUSTMENT				
				TOTAL RELEASES:		28.75

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
97674 HIGHLANDS CASHIERS LAND TRUST INC	2023-300940	DY:ORP:7540736176 LAS	12/31/9999 1:53:59 PM			
		CLERICAL ERROR		G01 ADVL TAX	2,951,820.00	7,969.91
		CLERICAL ERROR		F10 ADVL TAX	2,951,820.00	563.80
		PROPERTY IS TAX EXEMPT		TOTAL RELEASES:		8,533.71
137088 HOPPER, HELEN L. LIFE ESTATE	2023-58788	DY:ORP:6516651196 LAS	12/31/9999 2:47:22 PM			
		CLERICAL ERROR		G01 ADVL TAX	109,601.00	295.92
		CLERICAL ERROR		F09 ADVL TAX	109,601.00	53.38
		DEFERRED VALUE WAS NOT TAKEN INTO EFFECT		TOTAL RELEASES:		349.30
149912 HOTTLE, GLENDA	2023-232464	DY: PERSONAL PROPERTY LAS	12/31/9999 11:29:09 AM			
		CLERICAL ERROR		G01 ADVL TAX	2,180.00	5.89
		CLERICAL ERROR		F02 ADVL TAX	2,180.00	1.17
		DOES NOT OWN 1999 THOR TRAVEL TRAILER		TOTAL RELEASES:		7.06
149912 HOTTLE, GLENDA	2023-232464	DY: PERSONAL PROPERTY LAS	12/31/9999 12:44:47 PM			
		CLERICAL ERROR		L01 FFEEFEE	9,688.00	216.00
		CLERICAL ERROR		G01 ADVL TAX	9,688.00	26.16
		CLERICAL ERROR		F02 ADVL TAX	9,688.00	5.21
		SOLD PERSONAL PROPERTY		TOTAL RELEASES:		247.37
149912 HOTTLE, GLENDA	2023-232464	DY: PERSONAL PROPERTY LAS	12/31/9999 11:39:13 AM			
				G01 ADVL TAX	2,180.00	-5.89
				F02 ADVL TAX	2,180.00	-1.17
				TOTAL RELEASES:		-7.06
130844 LEDFORD, TROY L & COLEEN LIFE EST	2023-94851	DY:ORP:7517116799 ZAD	12/31/9999 3:13:33 PM			
		CLERICAL ERROR		F11 ADVL TAX	126,490.00	106.13
		CLERICAL ERROR		G01 ADVL TAX	126,490.00	341.52
		OA DID NOT APPLY		TOTAL RELEASES:		447.65
61479 LORENZ, LINDA J	2023-55914	DY: PERSONAL PROPERTY LAS	12/31/9999 10:13:28 AM			
		CLERICAL ERROR		G01 ADVL TAX	7,940.00	21.44
		CLERICAL ERROR		F04 ADVL TAX	7,940.00	3.81
		SOLD BOAT		TOTAL RELEASES:		25.25
21471 MACON COUNTY	2022-59584	DY:ORP:6526271654 LAS	12/31/9999 3:35:43 PM			
		CLERICAL ERROR		A0 FFEEFEE	0.00	5.00
		TRANSFER TO EXEMPT		TOTAL RELEASES:		5.00
21471 MACON COUNTY	2022-59584	DY:ORP:6526271654 ZAD	12/31/9999 12:04:22 PM			
		CLERICAL ERROR		L01 FFEEFEE	163,630.00	108.00
		CLERICAL ERROR		G01 ADVL TAX	163,630.00	654.52

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					CLERICAL ERROR	F09 ADVL TAX 163,630.00 115.52
					TRANSFER TO EXEMPT CLERICAL ERROR	TOTAL RELEASES: 878.04
153510 MASON, CALVIN JR	2023-55625	LAS	12/31/9999 10:34:14 AM		DY:0RP:5598800485	
					CLERICAL ERROR	G01 ADVL TAX 84,741.00 228.80
					CLERICAL ERROR	F09 ADVL TAX 84,741.00 41.27
					AGE EXEMPTION DID NOT APPLY	TOTAL RELEASES: 270.07
10824 MOORE, FAIRLEY MRS	2017-101	ZAD	12/31/9999 12:10:09 PM		DY: RP:0000301834	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	G01 ADVL TAX 3,200.00 11.17
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 3,200.00 5.00
					ILLEGAL TAX	TOTAL RELEASES: 16.17
10824 MOORE, FAIRLEY MRS	2015-101	ZAD	12/31/9999 12:05:37 PM		DY: RP:0000301834	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	G01 ADVL TAX 3,200.00 11.17
					ILLEGAL TAX	TOTAL RELEASES: 11.17
10824 MOORE, FAIRLEY MRS	2018-101	ZAD	12/31/9999 12:11:23 PM		DY: RP:0000301834	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 3,200.00 5.00
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	G01 ADVL TAX 3,200.00 11.17
					ILLEGAL TAX	TOTAL RELEASES: 16.17
10824 MOORE, FAIRLEY MRS	2015-101	LAS	12/31/9999 3:33:55 PM		DY: RP:0000301834	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 0.00 5.00
					ILLEGAL TAX	TOTAL RELEASES: 5.00
10824 MOORE, FAIRLEY MRS	2016-101	ZAD	12/31/9999 12:08:42 PM		DY: RP:0000301834	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 3,200.00 5.00
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	G01 ADVL TAX 3,200.00 11.17
					ILLEGAL TAX	TOTAL RELEASES: 16.17
10827 MOSES AND OWEN	2015-102	LAS	12/31/9999 3:28:21 PM		DY: RP:0000301835	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 3,800.00 5.00
					ILLEGAL TAX	TOTAL RELEASES: 5.00
10827 MOSES AND OWEN	2016-102	LAS	12/31/9999 3:29:03 PM		DY: RP:0000301835	
					ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE	A0 FFEEFEE 3,800.00 5.00
					ILLEGAL TAX	TOTAL RELEASES: 5.00

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
10827 MOSES AND OWEN	2018-102	DY: RP:0000301835 LAS	12/31/9999 3:30:11 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEFEE	3,800.00	5.00
		ILLEGAL TAX				5.00
TOTAL RELEASES:						5.00
10827 MOSES AND OWEN	2017-102	DY: RP:0000301835 LAS	12/31/9999 3:29:37 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEFEE	3,800.00	5.00
		ILLEGAL TAX				5.00
TOTAL RELEASES:						5.00
139947 RIZZO, JOSEPH	2023-203643	DY: PERSONAL PROPERTY LAS	12/31/9999 11:18:13 AM			
		CLERICAL ERROR		G01 ADVL TAX	8,240.00	22.25
		CLERICAL ERROR		F01 ADVL TAX	8,240.00	4.32
		CLERICAL ERROR		L01 FFEFEE	8,240.00	108.00
		LISTED MOBILE HOME INCORRECTLY PER PARK OWNER				134.57
TOTAL RELEASES:						134.57
9569 ROPER, SHARON S	2023-67668	DY:ORP:6576301541 LAS	12/31/9999 8:06:06 AM			
		CLERICAL ERROR		G01 ADVL TAX	102,750.00	277.43
		CLERICAL ERROR		F07 ADVL TAX	102,750.00	80.35
		AGE EXEMPTION DID NOT APPLY				357.78
TOTAL RELEASES:						357.78
154992 SCALONE, ROSCO	2023-301369	DY: PERSONAL PROPERTY LAS	12/31/9999 2:41:53 PM			
		CLERICAL ERROR		F05 ADVL TAX	13,780.00	6.71
		CLERICAL ERROR		G01 ADVL TAX	13,780.00	37.21
		TRAVEL TRAILER IS TAGGED				43.92
TOTAL RELEASES:						43.92
1013 SHAWNEE MICA MINES THE	2012-59	DY: RP:0000201081 ZAD	12/31/9999 12:13:17 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	6,000.00	16.74
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEFEE	6,000.00	5.00
		ILLEGAL TAX				21.74
TOTAL RELEASES:						21.74
1013 SHAWNEE MICA MINES THE	2017-59	DY: RP:0000201081 ZAD	12/31/9999 12:19:17 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	60,000.00	209.40
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEFEE	60,000.00	5.00
		ILLEGAL TAX				214.40
TOTAL RELEASES:						214.40
1013 SHAWNEE MICA MINES THE	2019-59	DY: RP:0000201081 ZAD	12/31/9999 12:21:48 PM			
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	6,000.00	22.48
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEFEE	6,000.00	5.00
		ILLEGAL TAX				27.48
TOTAL RELEASES:						27.48

RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
1013 SHAWNEE MICA MINES THE	2018-59	DY: RP:0000201081	ZAD	12/31/9999 12:20:44 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	60,000.00	209.40
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	60,000.00	5.00
		ILLEGAL TAX				
					TOTAL RELEASES:	214.40
1013 SHAWNEE MICA MINES THE	2013-59	DY: RP:0000201081	ZAD	12/31/9999 12:14:22 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	6,000.00	16.74
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	6,000.00	5.00
		ILLEGAL TAX				
					TOTAL RELEASES:	21.74
1013 SHAWNEE MICA MINES THE	2016-59	DY: RP:0000201081	ZAD	12/31/9999 12:18:12 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	60,000.00	209.40
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	60,000.00	5.00
		ILLEGAL TAX				
					TOTAL RELEASES:	214.40
1013 SHAWNEE MICA MINES THE	2015-59	DY: RP:0000201081	ZAD	12/31/9999 12:16:58 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	60,000.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	60,000.00	209.40
		ILLEGAL TAX				
					TOTAL RELEASES:	214.40
1013 SHAWNEE MICA MINES THE	2014-59	DY: RP:0000201081	ZAD	12/31/9999 12:15:34 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	6,000.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	6,000.00	16.74
		ILLEGAL TAX				
					TOTAL RELEASES:	21.74
1013 SHAWNEE MICA MINES THE	2020-59	DY: RP:0000201081	ZAD	12/31/9999 12:23:18 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	6,000.00	22.48
		ILLEGAL TAX				
					TOTAL RELEASES:	22.48
15821 SMITH, DONALD B	2017-230	DY: RP:0001101866	LAS	12/31/9999 3:27:12 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,400.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,400.00	4.89
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F08 ADVL TAX	1,400.00	1.54
		ILLEGAL TAX				
					TOTAL RELEASES:	11.43



RELEASES REPORT  
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
15821 SMITH, DONALD B	2016-230	DY: RP:0001101866	LAS	12/31/9999 3:26:21 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F08 ADVL TAX	1,400.00	1.54
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,400.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,400.00	4.89
		ILLEGAL TAX		TOTAL RELEASES:		11.43
15821 SMITH, DONALD B	2015-230	DY: RP:0001101866	LAS	12/31/9999 3:25:38 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	1,400.00	4.89
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		A0 FFEEFEE	1,400.00	5.00
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F08 ADVL TAX	1,400.00	1.54
		ILLEGAL TAX		TOTAL RELEASES:		11.43
124041 STEPHENS, ROBBIN CRUNKLETON	2022-35094	DY:22RP:7530103110	DLR	12/31/9999 12:41:10 PM		
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		F10 ADVL TAX	988,477.00	296.54
		ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE		G01 ADVL TAX	988,477.00	3,953.91
		ILLEGAL TAX		TOTAL RELEASES:		4,250.45
142140 WEST, DREW A.	2023-92365	DY:0RP:7508441105	LAS	12/31/9999 11:19:58 AM		
		CLERICAL ERROR		G01 ADVL TAX	106,525.00	287.62
		CLERICAL ERROR		F08 ADVL TAX	106,525.00	83.08
		AGE EXEMPTION NOT APPLIED		TOTAL RELEASES:		370.70
NET RELEASES PRINTED:	18,562.83					
TOTAL TAXES RELEASED						18,562.83

COLLECTIONS MONTHLY TOTALS REPORT  
 Macon County - Year To Date July 2023 Tax Year 2023

**Macon County**  
**Advalorem Tax Collections Report**  
**Year To Date July 2023 Tax Year 2023**

**TAX YEAR 2023 Month To Date July 2023 Tax Year 2023**

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance
General Tax	0.00	32,984,659.36	0.00	0.00	-1196.68	32,983,462.48	-1,578,182.39	31,405,280.29
Fire Districts	0.00	4,743,898.67	0.00	0.00	-207.67	4,743,691.00	-222,784.25	4,520,906.75
Landfill User Fee	0.00	2,962,764.00	0.00	0.00	-0.45	2,962,763.55	-144,278.45	2,818,485.10
<b>TOTAL:</b>	<b>40,685,527.82</b>	<b>40,691,322.03</b>	<b>0.00</b>	<b>0.00</b>	<b>-1404.8</b>	<b>40,689,917.23</b>	<b>-1,945,245.09</b>	<b>38,744,672.14</b>

**TAX YEAR 2023 Year To Date July 2023 Tax Year 2023**

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year	Last Year
									Collection Percentage Tax Year 2023 As of 7/31/2023	Collection Percentage Tax Year 2022 As of 7/31/2022
General Tax	0.00	32,984,659.36	0.00	0.00	-1196.68	32,983,462.48	-1,582,048.91	31,405,280.29	4.79%	0.19
Fire Districts	0.00	4,743,898.67	0.00	0.00	-207.67	4,743,691.00	-222,784.25	4,520,906.75	4.69%	0.23
Landfill User Fee	0.00	2,962,764.00	0.00	0.00	-0.45	2,962,763.55	-144,278.45	2,818,485.10	4.86%	0.27
<b>TOTAL:</b>	<b>0</b>	<b>40,691,322.03</b>	<b>0.00</b>	<b>0.00</b>	<b>-1404.8</b>	<b>40,689,917.23</b>	<b>-1,945,245.09</b>	<b>38,744,672.14</b>	<b>4.78%</b>	<b>0.20</b>

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – APPOINTMENTS**

**MEETING DATE: AUGUST 8, 2023**

13A. **Southwestern Community College Board of Trustees (1 seat)** – Mr. Roland will provide information on this at the meeting.

13B. **Jury Commission (1 seat)** – Please see the attached email from Clerk of Superior Court Shawn Lamb recommending the appointment of Vivian Honey to replace Lynn Wanner. Ms. Lamb will be present to discuss the role of the Jury Commission and to answer any questions.

## Tammy Keezer

---

**Subject:** FW: SPAM-LOW: Jury Commission

**From:** Pam Ledford <pledford@maconnc.org>  
**Sent:** Wednesday, July 05, 2023 7:21 AM  
**To:** tkeezzer@maconnc.org  
**Cc:** nparrott@maconnc.org  
**Subject:** FW: SPAM-LOW: Jury Commission

Agenda Item for the Jury Commission

---

**From:** Lamb, Shawna T. [<mailto:shawna.t.lamb@nccourts.org>]  
**Sent:** Monday, July 3, 2023 6:44 PM  
**To:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Subject:** Re: SPAM-LOW: Jury Commission

Here's her address:  
300 Hiland Terrace  
Franklin

Thank you!!!  
Shawna

Get [Outlook for iOS](#)

---

**From:** Lamb, Shawna T. [<mailto:shawna.t.lamb@nccourts.org>]  
**Sent:** Monday, July 3, 2023 10:15 AM  
**To:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Subject:** Re: SPAM-LOW: Jury Commission

I will get you her address. She is replacing Lynn wanner.

Thanks  
Shawna

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---

**From:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Sent:** Monday, July 3, 2023 7:43:32 AM  
**To:** Lamb, Shawna T. <[shawna.t.lamb@nccourts.org](mailto:shawna.t.lamb@nccourts.org)>  
**Subject:** RE: SPAM-LOW: Jury Commission

I will need her mailing information. Is she replacing someone?

---

**From:** Lamb, Shawna T. [<mailto:shawna.t.lamb@nccourts.org>]  
**Sent:** Sunday, July 2, 2023 9:59 AM  
**To:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Subject:** RE: SPAM-LOW: Jury Commission

Her name is Vivian Honey.

Thank you so much!  
Shawna

**Shawna Thun Lamb**  
**North Carolina Judicial Branch**  
O 828-349-7234  
F 828-349-7201

---

**From:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Sent:** Tuesday, June 27, 2023 8:39 AM  
**To:** Lamb, Shawna T. <[shawna.t.lamb@nccourts.org](mailto:shawna.t.lamb@nccourts.org)>  
**Subject:** RE: SPAM-LOW: Jury Commission

Yes please

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**From:** Lamb, Shawna T. [<mailto:shawna.t.lamb@nccourts.org>]  
**Sent:** Thursday, June 22, 2023 3:05 PM  
**To:** Pam Ledford <[pledford@maconnc.org](mailto:pledford@maconnc.org)>  
**Subject:** SPAM-LOW: Jury Commission

Do I need to submit the name for the commissioners to agree upon to you for the jury commission?

Thanks!  
Shawna



**Shawna Thun Lamb**  
Clerk of Superior Court  
Macon County  
**North Carolina Judicial Branch**  
O 828-349-7234  
F 828-349-7201

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