

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Tuesday, April 27, 2021 at 5:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Michael Garrison, Commissioner Matt Wechtel, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 5:00 p.m. by Chairman Snelson.

Agenda Item 1: Joint Meeting with the Madison County Economic Development Board

Mitch Hampton, Chairman of the Madison County Economic Development Board addressed the Board of Commissioners and introduced speakers from Economic Development to address the Board.

Sara Nichols with Economic Development discussed broadband in the County. Information included programming, speed data testing, grant funding availability, affordability, and the number of individuals who are underserved in the County, as well as the Hot Springs wi-fi project.

Tammy Whitlock, Economic Development Board member discussed the Madison Manufacturing Art Park installation which is currently in process. Ms. Whitlock noted that the artist is working with Peerless Blowers and using recycled materials. She also discussed preparation of the site as well as the completion date of the installation.

Forrest Gilliam, Economic Development Board member discussed the Crossroads Parkway project and the work that has taken place to secure funding and work through issues with the project as well as information regarding the completion of the project, partners involved, location and access of the road as well as the potential for benefit of future economic development in the County.

Jonathan Szucs, Economic Development Board member discussed the Legislative Policy Council. Information included the purpose of the council, projects, and how the council is working to help the County to be supported in projects.

Nathan Bennett, Mars Hill Town Manager discussed projects including the Crossroads Parkway, wi-fi service, water and wastewater service, and ARC Grants received for broadband as well as to provide a new wastewater pump station to extend service in the Town of Mars Hill.

Forrest Gilliam, Marshall Town Administrator discussed the work on behalf of the town to improve their water system and funds available for capital outlay to continue improving the water and sewer systems. Information included the growth of the downtown area as well as long term plans for the future.

Ryan Cody, Economic Development Board member discussed the proposed business corridor on Hwy 213 from Marshall to Mars Hill as well as answered questions from Board members. Information including site planning that would be needed and the infrastructure required for such growth as well as the need for moving forward with the land use plan and the need to start planning to assess areas best suited for economic development were discussed.

Discussion was had by the Board.

A request for the County to collaborate with Yancey County to mark and advertise businesses to promote industrial site acquisitions for economic development projects was discussed by the Board members.

Mr. Gilliam discussed workforce needs and presented information from the Department of Commerce regarding the top twenty-five employers in Madison County in 2020 and the rankings in comparative years as well as discussed long time businesses in the County and new industries in regards to wages and types of business. Information discussed also included unemployment rates in the region and jobs sustainable for long term employment.

Ms. Nichols discussed sources for economic development funding including Goldenleaf and Dogwood Trust which could be used for infrastructure such as roads, water, sewer, and broadband. Discussion was had by the Board and Economic Development Board members regarding local funding for economic development and sales tax implemented by the state set aside for this purpose and how those funds could be used.

Discussion was had by the Board.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to recess at 6:01 p.m.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to return to the meeting at 6:15 p.m.

Item 2: Board of Elections-Elections Systems and Software ExpressVote Agreement

Dyatt Smathers with the Board of Elections presented and discussed the Electronic Systems and Software ExpressVote Agreement for consideration of the Board of Commissioner's approval. He noted that the Board of Elections recommends purchasing the equipment for ADA compliance and discussed funding for the proposed agreement as well as answered questions from the Board of Commissioners.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to purchase the machines. (Attachment 2.1)

Item 3: Sheriff's Office-Medical Services Agreement Amendment

Commissioner Gentry presented and discussed the Medical Services Agreement amendment for consideration of jail telehealth services that would allow for adjustments in fees for services by the provider. Discussion was had by the Board with counsel being provided by County Attorney Donny Laws.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 2.2)

Item 4: Countywide Compensation and Classification Policy

Human Resources Director, Brooke Ledford presented and discussed the Countywide Compensation and Classification Policy with the Board as well as answered questions from Board members. Ms. Ledford noted that this plan would not affect departments who fall under the state personnel act.

Discussion was had by the Board.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve the plan as submitted by the HR Director.

Item 5: FY 2021-2022 Budget Discussion

Interim Finance Officer, Kary Ledford presented and discussed the proposed budget for FY 2021-2022 with the Board as well as answered questions from Board members.

Discussion was had by the Board.

Item 6: Personnel, Item 7: Attorney-Client Privilege

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to enter into closed session for personnel and attorney-client privilege pursuant to NCGS 143.318.11 (a) (1) and NCGS 143.318.11 (a) (6) at 6:55 p.m.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to return to open session at 8:05 p.m.

On behalf of the Emergency Services Department, Human Resources Director Brooke Ledford requested the hire of Morgan Bishop as on call personnel. Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

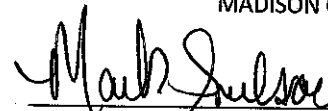
Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to authorize the Economic Development Coordinator, County Attorney, and Interim County Manager to advertise as surplus, 1.55 acres of County owned property; deed book 250, page 632 and declare as surplus property at a value of \$21,313.00.

Item 8: Adjournment

Upon motion by Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to adjourn at 8:07 p.m.

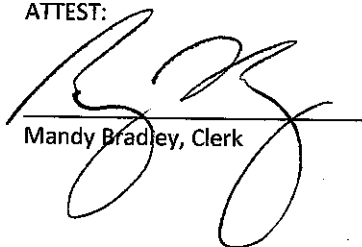
This the 13th day of April, 2021.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: September 2021

Estimated Delivery Date: April 2021

Phone Number: 828-649-3731

Fax Number: 828-649-0187

Customer Contact, Title: Kathy Ray - Director

Customer Name: Madison County, North Carolina

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To:

Madison County, North Carolina
Kathy Ray - Director
P.O. Box 142
Marshall, NC 28753

Ship To:

Madison County, North Carolina
Kathy Ray - Director
5707 US 25-70 Hwy. - Suite 16
Marshall, NC 28753

	Description	Qty	Price	Total
1	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	14	\$3,325.00	\$46,550.00
2	ExpressVote BMD Soft-Sided Carrying Case	14	\$175.00	\$2,450.00
3	Software ElectionWare Software - Reporting Only	1	No Charge Upgrade	No Charge Upgrade
4	Software Media Burn Capability	1	No Charge Upgrade	No Charge Upgrade
5	ExpressVote BMD Equipment Installation	14	\$105.00	\$1,470.00
6	Services Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
7	Services Software Training Day	1	\$1,700.00	\$1,700.00
8	Shipping Shipping & Handling	1	\$490.00	\$490.00
			Order Total	\$ 54,360.00

Freight Billable: yes no

Cara Florence
Regional Sales Manager

V.P. of Finance Date

Mark Smelser 4.27.21
Customer Signature Date

Chair, Board of Commissioners
Title

Sales Order Agreement

Payment Terms	<p>\$24,071.00 of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.</p> <p>\$15,144.50 of Order Total due on or before July 10, 2021.</p> <p>\$15,144.50 of Order Total due on or before July 10, 2022.</p> <p>Invoices are due net 30 from invoice date.</p> <p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.</p> <p>Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.</p>
Warranty Period (Years):	ES&S Equipment and ES&S Firmware: One (1) Year From ES&S Equipment Delivery. ES&S Software: No Warranty
Software Upgrade License Term	ES&S is providing Customer with an initial no charge upgrade from ES&S' Unity Software to ES&S' ElectionWare Software and Media Burn for the balance of the existing license term set forth under that certain ES&S Hardware Maintenance and Software License, Maintenance and Support Services Agreement entered into between ES&S and the Customer dated April 24, 2018 ("Prior SLA"). Upon reaching the expiration of the current license term under the Prior SLA, ES&S will invoice Customer for annual Software License, Maintenance and Support Fees and such fees shall be due and payable thirty (30) days prior to commencement of the annual Software License, Maintenance and Support term.
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)	Upon the expiration of the Warranty Period and Initial License Terms, ES&S and Customer will enter into a Hardware Maintenance and Software License, Maintenance and Support Services Agreement for the continued maintenance of the ES&S Equipment and the continued license and use of the ES&S Software and ES&S Firmware.

SEE GENERAL TERMS AND CONDITIONS

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

CONTRACTOR: Electronic Systems & Software (ES&S)
COUNTY DEPARTMENT: Board of Elections
SUBJECT OF CONTRACT: Express Vote Terminals + Systems
DATE/TERM OF CONTRACT: 4.27.21

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

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

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

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

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

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

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY: Mark Smiles

Title: Chair, Board of Commissioners

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

By: Kary Leaford
Madison County Finance Officer

FIRST AMENDMENT TO MEDICAL SERVICES AGREEMENT

THIS FIRST AMENDMENT (the "*Amendment*") to the Medical Services Agreement (the "*MSA*") effective March 25, 2020 between The Center for Rural Health Innovation, a North Carolina non-profit corporation ("*CRHI*"), and Madison County, North Carolina, on behalf of the Madison County Sheriff's Office, (the "*County*") is made and entered into this 21 day of April, 2021 (the "*Effective Date*").

RECITALS

WHEREAS, CRHI has provided certain telemedicine services to Madison County Jail (the "*County Jail*") inmates under the MSA in support of the County's "Health-e-Corrections" program;

WHEREAS, the County has recognized the value of CRHI's services and the benefits received by the County Jail inmates since the MSA was put in place;

WHEREAS, CRHI and the County desire to expand the scope of CRHI's services within the Health-e-Corrections program to increase the County's capacity to serve the healthcare needs of County Jail inmates;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

TERMS

1. **APPENDIX 1**. Appendix 1 is updated as follows:
 - a. CRHI shall provide the same healthcare services inmates receive to County Jail employees under a new Subsection A(5)(a).
 - b. CRHI shall provide employee drug screens for County Jail employees, per reasonable request of the County, under a new Subsection A(5)(b), for a \$40 per drug screen fee.
 - c. Subsections A(3) and A(4) are amended, and A(5) includes, CRHI providing:
 - i. "Minimally risky procedures and in-person care" as determined and agreed to by CRHI. For example, CRHI considers minor wound stitching, Pap smear tests, incision and drainage, and consenting individual blood draws to fall within the "minimally risky" criteria.
 - d. Subsection B(d) is deleted.
 - e. Subsections A(3) and A(4) are amended, and A(5) includes, CRHI providing behavioral healthcare ("BH") services, to the extent the requested and necessary

BH service falls within the expertise and experience of CRHI's psychiatric mental health nurse practitioner (the "PMH NP"). The County understands and agrees that BH services are (i) generally only available on Fridays, and that (ii) if and when CRHI's PMH NP is unavailable, CRHI cannot provide BH services.

2. **APPENDIX 4.** Appendix 4 is updated as follows:

- a. Per Section A, CRHI's annual base fee increases from \$80,000 to \$83,000.
- b. Per Section B, CRHI's 2021-2022 telemedicine component professional fees shall increase by 3.75%.
- c. CRHI's "Health-e-Corrections Telemedicine Component Professional Fees, 2020-2021" under Section B is superseded and replaced with its 2021-2022 fee schedule, which is set forth on Exhibit A to this Amendment.

3. **MISCELLANEOUS.**

- a. The address to which Notices shall be sent to CRHI under Section 9(C) is now: 167 Locust Street, Suite 204, Spruce Pine, North Carolina 28777.
- b. All provisions of the MSA not modified, deleted, or updated in this Amendment, remain in full effect.
- c. The Parties agree that the changes to the services and fee schedule in this Amendment are: (i) commercially reasonable based upon their service needs and direct costs, and (ii) were negotiated by and between them in an arm's length transaction.

EXECUTED BY:

**THE CENTER FOR RURAL
HEALTH INNOVATION**

Signature: _____

Printed Name: _____

Its: _____

Date: _____

**MADISON COUNTY
NORTH CAROLINA**

Signature: Mark Snelson

Printed Name: Mark Snelson

Its: Chair, Board of Commissioners

Date: 4.27.21

EXHIBIT A

CRHI's Health-e-Corrections Telemedicine Component Professional Fees, 2021-2022

Routine or "sick" Care, based on complexity & new or established

	New - Code	New - Price
Level 1	99201	\$ 46
Level 2	99202	\$ 77
Level 3	99203	\$ 108
Level 4	99204	\$ 170
Level 5	99205	\$ 211

	Established- Code	Established - Price
Level 1	99211	\$ 27
Level 2	99212	\$ 46
Level 3	99213	\$ 88
Level 4	99214	\$ 113
Level 5	99215	\$ 155

Well Care, Physicals based on age & new or established

	New - Code	New - Price
5-11 Years	99383	\$ 155
12-17 Years	99384	\$ 155
18-39 Years	99385	\$ 155
40-64 Years	99386	\$ 180
65+ Years	99387	\$ 196

	Established- Code	Established - Price
5-11 Years	99393	\$ 134
12-17 Years	99394	\$ 134
18-39 Years	99395	\$ 134
40-64 Years	99396	\$ 160
65+ Years	99397	\$ 175

Lab Services performed on site

87880	Rapid Strep	\$ 21
81002	Urinalysis	\$ 10
81025	Urine Pregnancy	\$ 10
87804	Flu swab	\$ 21
36415	Venipuncture to send off	\$10

Wound Care

Local anesthesia and wound preparation are inclusive of the repair procedure.

Wound care pricing varies by location and size and special circumstances.

10060	Incision & drainage of abscess; simple or single	\$85
10061	Incision & drainage of abscess; complicated or multiple	\$145

Simple repair of superficial wounds of face, ears, eyelids, nose, lips and/or mucous membranes

12011	2.5cm/<	\$ 128
12013	2.6cm-5.0cm	\$ 141
12014	5.1cm-7.5cm	\$ 167
12015	7.6cm-12.5cm	\$ 210

Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet).

12001	2.5cm/<	\$ 121
12002	2.6cm-7.5cm	\$ 129
12004	7.6cm-12.5cm	\$ 152
12005	12.6-20.0cm	\$ 189

Wound dehiscence usually describes opening up a previously sutured area that has become infected. The provider cleans the wound and closes it with a simple closure.

12020	Treatment of superficial wound dehiscence; simple closure	\$ 218
12021	Treatment of superficial wound dehiscence; with packing	\$ 130

Behavioral Health Services are based on acuity and time

90791	Psychiatric diagnostic evaluation	\$ 140
90792	Psychiatric diagnostic evaluation when combined with medical services	\$ 117
90832	Psychotherapy 30 minutes	\$ 59
90834	Psychotherapy 45 minutes	\$ 76
90837	Psychotherapy 60 minutes	\$ 111
96156	Health behavior assessment or reassessment – includes health-focused clinical interviews, behavioral observations, and clinical decision making	\$ 96
96158	Health behavior intervention; individual; initial 30 minutes; face-to-face	\$ 66
96159	Health behavior intervention; individual; each additional 15 minutes; face-to-face	\$ 23

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

CONTRACTOR: Center for Rural Health Innovation (CRHI)
COUNTY DEPARTMENT: Sherrill's Office
SUBJECT OF CONTRACT: Telemedicine Services
DATE/TERM OF CONTRACT: 4.27.21

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For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY Mark Swisher

Title Chair, Board of Commissioners

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

By: Kary Leaford
Madison County Finance Officer