GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

SESSION LAW 2019-177
HOUSE BILL 264

AN ACT TO MAKE TECHNICAL CORRECTIONS TO THE GENERAL STATUTES, AS RECOMMENDED BY THE GENERAL STATUTES COMMISSION.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 7A-308(a) reads as rewritten:

"(a) The following miscellaneous fees and commissions shall be collected by the clerk of superior court and remitted to the State for the support of the General Court of Justice:

(1) Foreclosure under power of sale in deed of trust or mortgage $300.00
If the property is sold under the power of sale, an additional amount will be charged, determined by the following formula: forty-five cents (.45) per one hundred dollars ($100.00), or major fraction thereof, of the final sale price. If the amount determined by the formula is less than ten dollars ($10.00), a minimum ten dollar ($10.00) fee will be collected. If the amount determined by the formula is more than five hundred dollars ($500.00), a maximum five hundred-dollar ($500.00) fee will be collected.

(2) Proceeding supplemental to execution 30.00

(3) Confession of judgment 25.00

(4) Taking a deposition 10.00

(5) Execution 25.00

(6) Notice of resumption of former name 10.00

(7) Taking an acknowledgment or administering an oath, or both, with or without seal, each certificate (except that oaths of office shall be administered to public officials without charge) 2.00

(8) Bond, taking justification or approving 10.00

(9) Certificate, under seal 3.00

(10) Exemplification of records 10.00

(11) Recording or docketing (including indexing) any document
– first page 6.00
- each additional page or fraction thereof ..... .25

(12) Preparation of copies – first page (of each document copied) 2.00
- each additional page or fraction thereof ..... .25

(13) Preparation and docketing of transcript of judgment 10.00

(14) Substitution of trustee in deed of trust 10.00

(15) Execution of passport application – the amount allowed by federal law

(16) Repealed by Session Laws 1989, c. 783, s. 2.

(17) Criminal record search except if search is requested by an agency of the State or any of its political subdivisions or by an agency of the United States or by a petitioner in a proceeding under Article 2 of General Statutes Chapter 20 ..... 25.00

(18) Filing the affirmations, acknowledgments, agreements and resulting orders entered into under the provisions of G.S. 110-132 and G.S. 110-133 ..... 6.00

(19) Repealed by Session Laws 1989, c. 783, s. 3.

(20) Filing a motion to assert a right of access under G.S. 1-72.1 ..... 30.00

(21) In civil matters, except in actions commenced or prosecuted by a child support enforcement agency established pursuant to Part D of Title IV of the Social Security Act, all alias and pluries summons issued and all endorsements issued on an original summons ... ~~$15.00.~~15.00."

SECTION 2. G.S. 7B-3101(a) reads as rewritten:

"(a) Notwithstanding G.S. 7B-3000, the juvenile court counselor shall deliver verbal and written notification of any of the following actions to the principal of the school that the juvenile attends:

(1) A petition is filed under G.S. 7B-1802 that alleges delinquency for an offense that would be a felony if committed by an ~~adult;~~adult.

(2) The court transfers jurisdiction over a juvenile to ~~[the]~~ the superior court under ~~G.S. 7B-2200;~~G.S. 7B-2200.

(3) The court dismisses under G.S. 7B-2411 the petition that alleges delinquency for an offense that would be a felony if committed by an ~~adult;~~adult.

(4) The court issues a dispositional order under Article 25 of Chapter 7B of the General Statutes including, but not limited to, an order of probation that requires school attendance, concerning a juvenile alleged or found delinquent for an offense that would be a felony if committed by an ~~adult; or~~adult.

(5) The court modifies or vacates any order or disposition under G.S. 7B-2600 concerning a juvenile alleged or found delinquent for an offense that would be a felony if committed by an adult.

Notification of the school principal in person or by telephone shall be made before the beginning of the next school day. Delivery shall be made as soon as practicable but at least within five days of the action. Delivery shall be made in person or by certified mail. Notification that a petition has been filed shall describe the nature of the offense. Notification of a dispositional order, a modified or vacated order, or a transfer to superior court shall describe the court's action and any applicable disposition requirements. As used in this subsection, the term "offense" ~~shall~~ does not include any offense under Chapter 20 of the General Statutes."

SECTION 3. G.S. 14-43.15 reads as rewritten:

"**§ 14-43.15. Minor victims.**

Any minor victim of a violation of G.S. 14-43.11, 14-43.12, or 14-43.13 shall be alleged to be abused and neglected and the provisions of Subchapter I of Chapter 7B of the General ~~Statues [Statutes]~~ Statutes shall apply."

SECTION 4.(a) G.S. 14-50.21 reads as rewritten:

"**§ 14-50.21. Separate offense.**

Any offense committed in violation of ~~G.S. 14-50.16~~ G.S. 14-50.17 through G.S. 14-50.20 shall be considered a separate offense."

SECTION 4.(b) G.S. 14-50.25 reads as rewritten:

"**§ 14-50.25. Reports of disposition; criminal gang activity.**

When a defendant is found guilty of a criminal offense, other than an offense under ~~G.S. 14-50.16~~ G.S. 14-50.17 through G.S. 14-50.20, the presiding judge shall determine whether the offense involved criminal gang activity. If the judge so determines, then the judge shall indicate on the form reflecting the judgment that the offense involved criminal gang activity. The clerk of court shall ensure that the official record of the defendant's conviction includes a notation of the court's determination."

SECTION 4.1. The Revisor of Statutes shall recodify the definition of "Congressionally chartered veterans organizations" in G.S. 18B-1000(9) to place the definition in alphabetical order.

SECTION 4.2. G.S. 20-305.7 reads as rewritten:

"**§ 20-305.7. Protecting dealership data and consent to access dealership information.**

…

(b) No manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor may access or utilize customer or prospect information maintained in a dealer management computer system utilized by a motor vehicle dealer located in this State for purposes of soliciting any such customer or prospect on behalf of, or directing ~~such~~ the customer or prospect to, any other dealer. The limitations in this subsection do not apply ~~to:~~to any of the following:

(1) A customer that requests a reference to another ~~dealership;~~dealership.

(2) A customer that moves more than 60 miles away from the dealer whose data was ~~accessed;~~accessed.

(3) Customer or prospect information that was provided to the dealer by the manufacturer, factory branch, distributor, or distributor ~~branch; or~~branch.

(4) Customer or prospect information obtained by the manufacturer, factory branch, distributor, or distributor branch where the dealer agrees to allow the manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor the right to access and utilize the customer or prospect information maintained in the dealer's dealer management computer system for purposes of soliciting any customer or prospect of the dealer on behalf of, or directing ~~such~~ the customer or prospect to, any other dealer in a separate, stand-alone written instrument dedicated solely to ~~such~~ the authorization.

No manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system ~~vendor,~~ vendor may provide access to customer or dealership information maintained in a dealer management computer system utilized by a motor vehicle dealer located in this State, without first obtaining the dealer's prior express written consent, revocable by the dealer upon five business days written notice, to provide ~~such~~ the access. Prior to obtaining ~~said~~ this consent and prior to entering into an initial contract or renewal of a contract with a dealer located in this State, the manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of, or through any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor shall provide to the dealer a written list of all specific third parties to whom any data obtained from the dealer has actually been provided within the 12-month period ending November 1 of the prior year. The list shall further describe the scope and specific fields of the data provided. In addition to the initial list, a dealer management computer system vendor or any third party acting on behalf ~~of,~~ of or through a dealer management computer system vendor shall provide to the dealer an annual list of each and every third party to whom ~~said~~ the data is actually being provided on November 1 of each year and each and every third party to whom ~~said~~ the data was actually provided in the preceding 12 months and for each and every third party identified, the scope and specific fields of the data provided to ~~such~~ the third party during ~~such~~ the 12-month period. ~~Such~~ This list shall be provided to the dealer by January 1 of each year. The lists required in this ~~paragraph~~ subsection of ~~[the third parties to whom any data obtained from the dealer has actually been provided]~~ the third

parties to whom any data obtained from the dealer has actually been provided shall be specific to each affected ~~dealer and it shall be~~ dealer. It is insufficient and unlawful for the provider of this information to furnish any dealer a list of third parties who could or may have received any of the affected dealer's data, as the information required to be provided in this ~~paragraph~~ subsection requires the provider of this information to state the identity and other specified information of each and every third party to whom ~~such~~ the data was actually provided during the relevant period of time. Any dealer management computer system vendor's contract that directly relates to the transfer or accessing of dealer or dealer customer information must conspicuously state, "NOTICE TO DEALER: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA". ~~Such~~ This consent does not change any such person's obligations to comply with the terms of this section and any additional State or federal laws (and any rules or regulations ~~promulgated thereunder)~~ adopted under these laws) applicable to ~~them~~ the person with respect to ~~such~~ the access. In addition, no dealer management computer system vendor ~~may~~ shall refuse to provide a dealer management computer system to a motor vehicle dealer located in this State if the dealer refuses to provide any consent under this subsection.

(c) No dealer management computer system vendor, or third party acting on behalf of or through any dealer management computer system vendor, may access or obtain data from or write data to a dealer management computer system utilized by a motor vehicle dealer located in this State, unless the dealer management computer system allows the dealer to reasonably maintain the security, integrity, and confidentiality of the customer and dealership information maintained in the system. No dealer management computer system vendor, or third party acting on behalf of or through any dealer management computer system vendor, shall prohibit a dealer from providing a means to regularly and continually monitor the specific data accessed from or written to the dealer's computer system and from complying with applicable State and federal laws and any rules or regulations ~~promulgated thereunder. These provisions shall not be deemed to~~ adopted under these laws. This section does not impose an obligation on a manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor to provide ~~such~~ this capability.

(d) Any manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of or through any dealer management computer system vendor, having electronic access to customer or motor vehicle dealership data in a dealership management computer system utilized by a motor vehicle dealer located in this State shall provide notice to the dealer of any security breach of dealership or customer data obtained through ~~such~~ the access, which at the time of the breach was in the possession or custody of the manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or third party. The disclosure notification shall be made without unreasonable delay by the manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or third party following discovery by the person, or notification to the person, of the breach. The disclosure notification shall describe measures reasonably necessary to determine the scope of the breach and corrective actions ~~which~~ that may be taken in an effort to restore the integrity, security, and confidentiality of ~~such~~ the data. ~~Such~~ These measures and corrective actions shall be implemented as soon as practicable by all persons responsible for the breach.

(e) Nothing in this section ~~shall preclude, prohibit, or deny~~ precludes, prohibits, or denies the right of the manufacturer, factory branch, distributor, or distributor branch to receive customer or dealership information from a motor vehicle dealer located in this State for the purposes of complying with federal or State safety requirements or implementing steps related to manufacturer recalls at such times as necessary in order to comply with federal and State requirements or manufacturer recalls ~~provided that~~ so long as receiving this information from the

dealer does not impair, alter, or reduce the security, integrity, and confidentiality of the customer and dealership information collected or generated by the dealer.

(f) The following definitions apply to this section:

(1) ~~"Dealer~~ Dealer management computer ~~system"~~ system. – A computer hardware and software system that is owned or leased by the dealer, including a dealer's use of Web applications, software, or hardware, whether located at the dealership or provided at a remote location and that provides access to customer records and transactions by a motor vehicle dealer located in this State and that allows ~~such~~ the motor vehicle dealer timely information in order to sell vehicles, ~~parts~~ parts, or services through ~~such~~ the motor vehicle dealership.

(2) ~~"Dealer~~ Dealer management computer system ~~vendor"~~ vendor. – A seller or reseller of dealer management computer systems, a person that sells computer software for use on dealer management computer systems, or a person ~~who~~ that services or maintains dealer management computer systems, but only to the extent that each of the sellers, resellers, or other persons listed in this subdivision are engaged in ~~such~~ these activities.

(3) ~~"Security breach"~~ Security breach. – An incident of unauthorized access to and acquisition of records or data containing dealership or dealership customer information where unauthorized use of the dealership or dealership customer information has occurred or is reasonably likely to occur or that creates a material risk of harm to a dealership or a dealership's customer. Any incident of unauthorized access to and acquisition of records or data containing dealership or dealership customer ~~information,~~ information or any incident of disclosure of dealership customer information to one or more third parties ~~which shall not have~~ that has not been specifically authorized by the dealer or ~~customer, shall constitute~~ customer constitutes a security breach.

(g) ~~The provisions of~~ G.S. 20-308.1(d) ~~shall~~ does not apply to an action brought under this section against a dealer management computer system vendor.

(g1) Notwithstanding any of the terms or provisions contained in this section or in any consent, authorization, release, novation, franchise, or other contract or agreement, whenever any manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of or through, or approved, referred, endorsed, authorized, certified, granted preferred status, or recommended by, any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor requires that a new motor vehicle dealer provide any dealer, consumer, or customer data or information through direct access to a dealer's computer system, the dealer is not required to provide, and ~~may~~ shall not be required to consent to provide in any written agreement, such direct access to its computer system. The dealer may instead provide the same dealer, consumer, or customer data or information specified by the requesting party by timely obtaining and pushing or otherwise furnishing the requested data to the requesting party in a widely accepted file format such as comma ~~delimited; provided that, when~~ delimited. When a dealer would otherwise be required to provide direct access to its computer system under the terms of a consent, authorization, release, novation, franchise, or other contract or agreement, a dealer that elects to provide data or information through other means may be charged a reasonable initial set-up fee and a reasonable processing fee based on the actual incremental costs incurred by the party requesting the data for establishing and implementing the process for the dealer. Any term or provision contained in any consent, authorization, release, novation, franchise, or other contract or agreement ~~which~~ that is inconsistent with any term or provision contained in this subsection ~~shall be~~ is voidable at the option of the dealer.

(g2) Notwithstanding the terms or conditions of any consent, authorization, release, novation, franchise, or other contract or agreement, every manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or any third party acting on behalf of or through any manufacturer, factory branch, distributor, distributor branch, or dealer management computer system vendor, having electronic access to consumer or customer data or other information in a computer system utilized by a new motor vehicle dealer, or who has otherwise been provided consumer or customer data or information by the dealer, shall fully indemnify and hold harmless any dealer from whom it has acquired ~~such~~ the consumer or customer data or other information from all damages, costs, and expenses incurred by ~~such~~ the dealer. ~~Such~~ This indemnification by the manufacturer, factory branch, distributor, distributor branch, dealer management computer system vendor, or third party acting on behalf of these entities includes, but is not limited to, judgments, settlements, fines, penalties, litigation costs, defense costs, court costs, costs related to the disclosure of security breaches, and attorneys' fees arising out of complaints, claims, civil or administrative actions, and, to the fullest extent allowable under the law, governmental investigations and prosecutions to the extent caused by a security ~~breach or~~ breach; the access, storage, maintenance, use, sharing, disclosure, or retention of ~~such~~ the dealer's consumer or customer data or other ~~information,~~ information; or maintenance or services provided to any computer system utilized by a new motor vehicle dealer.

(h) This section ~~shall apply~~ applies to contracts entered into on or after November 1, 2005."

SECTION 4.3. G.S. 47F-2-117(e) reads as rewritten:

"(e) Amendments to the declaration required by this Chapter to be recorded by the association shall be prepared, executed, recorded, and certified in accordance with ~~G.S. 47-41.~~G.S. 47-41.01 or G.S. 47-41.02."

SECTION 5. G.S. 55-16-22 reads as rewritten:

"**§ 55-16-22. Annual report.**

(a) Requirement. – Except as provided in subsections (a1) and (a2) of this section, each domestic corporation and each foreign corporation authorized to transact business in this State shall deliver an annual report directly to the Secretary of State in electronic form or in paper form as prescribed by the Secretary of State under this section.

(a1) Insurers. – Each insurance company subject to the provisions of Chapter 58 of the General Statutes shall deliver an annual report to the Secretary of State.

(a2) Professional Corporations Exempt. – A corporation governed by Chapter 55B of the General Statutes is exempt from this section.

(a3) Form; Required Information. – The annual report required by this section shall be in a form prescribed by the Secretary of State. The Secretary of State shall prescribe the form needed to file an annual report electronically and shall provide this form by electronic means. The annual report shall set forth all of the following:

…

If the information contained in the most recently filed annual report has not changed, a certification to that effect may be made instead of setting forth the information required by subdivisions (2) through (5) of this subsection.

(a4) ~~[Form; Certain Veteran-Owned Businesses.]~~ Form; Certain Veteran-Owned Businesses. – The ~~Secretary of Revenue and the~~ Secretary of State shall also provide appropriate space and instructions on the annual report form for a domestic corporation or foreign corporation to voluntarily indicate whether or not the corporation is a veteran-owned small business or a service-disabled veteran-owned small business.

(b) Currency of Information. – Information in the annual report must be current as of the date the annual report is executed on behalf of the corporation.

(c) Due Date. – An annual report is due by the fifteenth day of the fourth month following the close of the corporation's fiscal year.

(d) Incomplete Information. – If an annual report does not contain the information required by this section, the Secretary of State shall promptly notify the reporting domestic or foreign corporation in writing and return the report to it for correction. If the report is corrected to contain the information required by this section and submitted to the Secretary of State within 30 days after the effective date of notice, it is deemed to be timely filed.

(e) Amendments. – Amendments to any previously filed annual report may be filed with the Secretary of State at any time for the purpose of correcting, updating, or augmenting the information contained in the annual report.

(f) Expired.

(g) Repealed by Session Laws 2017-204, s. 1.13, effective August 11, 2017.

(h) Delinquency. – If the Secretary of State does not receive an annual report within 60 days of the date the report is due, the Secretary of State may presume that the annual report is delinquent. This presumption may be rebutted by evidence of delivery presented by the filing corporation."

SECTION 5.1. G.S. 66-58(c) reads as rewritten:

"(c) The provisions of subsection (a) of this section shall not prohibit:

(1) The sale of products of experiment stations or test farms.

…

(7) The operation by ~~penal, correctional~~ penal or correctional facilities or facilities operated by the Department of Health and Human Services, the Juvenile Justice Section of the Division of Adult Correction and Juvenile Justice of the Department of Public Safety, or by the Department of Agriculture and Consumer Services, of dining rooms for the inmates or clients or members of the staff while on duty and for the accommodation of persons visiting the inmates or clients, and other bona fide visitors.

…."

SECTION 5.2.(a) G.S. 106-1018 reads as rewritten:

"**§ 106-1018. Forest Development Fund.**

(a) The Forest Development Fund is created in the Department as a special fund. Revenue in the Fund does not revert at the end of a fiscal year, and interest and other investment income earned by the Fund accrues to it. The Fund is created to provide revenue to implement this Article. The Fund consists of the following revenue:

(1) Assessments on primary forest products collected under ~~Article 81 of Chapter 106 of the General Statutes.~~Article 84 of this Chapter.

(2) General Fund appropriations.

(3) Gifts and grants made to the Fund.

(b), (c) Repealed by Session Laws 1997-352, s. 3.

(d) In any fiscal year, no more than five percent (5%) of the available funds generated by the Primary Forest Product ~~Processor~~ Assessment Act may be used for program support under ~~the provisions of~~ G.S. 106-1013(c).

(e) Funds used for the purchase of equipment under ~~the provisions of~~ G.S. 106-1013(d) shall be limited to appropriations from the General Fund to the Forest Development Fund designated specifically for equipment purchase."

SECTION 5.2.(b) G.S. 106-1026 reads as rewritten:

"**§ 106-1026. Statement of purpose.**

(a) The purpose of this Article is to create an assessment on primary forest products processed from North Carolina timber to provide a source of funds to finance the forestry operations provided for in ~~the Forest Development Act of 1977.~~Article 83 of this Chapter.

(b) All assessments levied under the provisions of this Article shall be used only for the purposes specified in G.S. 106-1029(c) and in ~~the Forest Development Act, Article 11~~ Article 83 of this Chapter."

SECTION 6. G.S. 120-37(c) and (f) read as rewritten:

"(c) The principal clerks shall be full-time officers. Each principal clerk shall be entitled to other benefits available to permanent legislative employees and shall be paid an annual salary of one hundred eleven ~~[thousand]~~ thousand one hundred seven dollars ($111,107), payable monthly. Each principal clerk shall also receive such additional compensation as approved by the Speaker of the House of Representatives or the President Pro Tempore of the Senate, respectively, for additional employment duties beyond those provided by the rules of their House. The Legislative Services Commission shall review the salary of the principal clerks prior to submission of the proposed operating budget of the General Assembly to the Governor and shall make appropriate recommendations for changes in those salaries. Any changes enacted by the General Assembly shall be by amendment to this paragraph.

…

(f) Following adjournment sine die of each session of the General Assembly, each principal clerk shall retain in ~~his~~ the clerk's office for a period of two years every bill and resolution considered by but not enacted or adopted by ~~his~~ the clerk's house, together with the calendar books and other records deemed worthy of retention. At the end of two years, these materials shall be turned over to the Office of Archives and History of the Department of Natural and Cultural Resources for ultimate retention or disposition."

SECTION 6.1.(a) G.S. 122C-55 reads as rewritten:

"**§ 122C-55. Exceptions; care and treatment.**

(a) **(Effective October 1, 2019)** Any facility may share confidential information regarding any client of that facility with any other facility when necessary to coordinate appropriate and effective care, ~~treatment~~ treatment, or habilitation of the client. For the purposes of this section, the following definitions apply:

(1) ~~"Coordinate" means the~~ Coordinate. – The provision, coordination, or management of mental health, developmental disabilities, and substance abuse services and other health or related services by one or more facilities and includes the referral of a client from one facility to another.

(2) ~~"Facility" and "area facility" include~~ Facility or area facility. – Include an area authority.

(3) ~~"Secretary" includes~~ Secretary. – Includes any primary care case management programs that contract with the Department to provide a primary care case management program for recipients of publicly funded health and related services.

(a1) **(Effective October 1, 2019)** Any facility may share confidential information regarding any client of that facility with the Secretary, and the Secretary may share confidential information regarding any client with a facility when necessary to conduct quality assessment and improvement activities or to coordinate appropriate and effective care, ~~treatment~~ treatment, or habilitation of the client. For purposes of this subsection, subsection (a6), and subsection (a7) of this section, the purposes or activities for which confidential information may be disclosed include, but are not limited to, case management and care coordination, disease management, outcomes evaluation, the development of clinical guidelines and protocols, the development of care management plans and systems, population-based activities relating to improving or reducing health care costs, and the provision, coordination, or management of mental health, developmental disabilities, and substance abuse services and other health or related services.

(a2) **(Effective October 1, 2019)** Any ~~or~~ State facility or the psychiatric service of the University of North Carolina Hospitals at Chapel Hill may share confidential information regarding any client of that facility with any other area facility or State facility or the psychiatric service of the University of North Carolina Hospitals at Chapel Hill when necessary to conduct payment activities relating to an individual served by the facility. Payment activities are activities undertaken by a facility to obtain payment or receive reimbursement for the provision of services

and may include, but are not limited to, determinations of eligibility or coverage, coordination of benefits, determinations of cost-sharing amounts, claims management, claims processing, claims adjudication, claims appeals, billing and collection activities, medical necessity reviews, utilization management and review, precertification and preauthorization of services, concurrent and retrospective review of services, and appeals related to utilization management and review.

(a3) **(Effective October 1, 2019)** Whenever there is reason to believe that a client is eligible for benefits through a Department program, any State ~~or~~ facility or the psychiatric service of the University of North Carolina Hospitals at Chapel Hill may share confidential information regarding any client of that facility with the Secretary, and the Secretary may share confidential information regarding any client with an area facility or State facility or the psychiatric services of the University of North Carolina Hospitals at Chapel Hill. Disclosure is limited to that information necessary to establish initial eligibility for benefits, determine continued eligibility over time, and obtain reimbursement for the costs of services provided to the client.

…

(a7) A facility may share confidential information with one or more HIPAA covered entities or business associates for the same purposes set forth in subsection (a1) of this section. Before making disclosures under this subsection, the facility shall inform the client or ~~his~~ the client's legally responsible person that the facility may make ~~such~~ the disclosures unless the client or ~~his~~ the client's legally responsible person objects in writing or signs a non-disclosure form that shall be supplied by the facility. If the client or ~~his~~ the client's legally responsible person objects in writing or signs a non-disclosure form, the disclosures otherwise permitted by this subsection are prohibited. A covered entity or business associate receiving confidential information that has been disclosed by a facility pursuant to this subsection may use and disclose the information as permitted or required under 45 Code of Federal Regulations Part 164, ~~Subpart E; provided however, that such~~ Subpart E. This confidential ~~information~~ information, however, shall not be used or disclosed for discriminatory purposes including, without limitation, employment discrimination, medical insurance coverage or rate discrimination, or discrimination by law enforcement officers.

(b) A facility, physician, or other individual responsible for evaluation, management, supervision, or treatment of respondents examined or committed for outpatient treatment under the provisions of Article 5 of this Chapter may request, receive, and disclose confidential information to the extent necessary ~~to enable them~~ to fulfill ~~their~~ the facility's, physician's, or individual's responsibilities.

(c) A facility may furnish confidential information in its possession to the Division of Adult Correction and Juvenile Justice of the Department of Public Safety when requested by that department regarding any client of that facility when the inmate has been determined by the Division of Adult Correction and Juvenile Justice of the Department of Public Safety to be in need of treatment for mental illness, developmental disabilities, or substance abuse. The Division of Adult Correction and Juvenile Justice of the Department of Public Safety may furnish to a facility confidential information in its possession about treatment for mental illness, developmental disabilities, or substance abuse that the Division of Adult Correction and Juvenile Justice of the Department of Public Safety has provided to any present or former inmate if the inmate is presently seeking treatment from the requesting facility or if the inmate has been involuntarily committed to the requesting facility for inpatient or outpatient treatment. Under the circumstances described in this subsection, the consent of the client or inmate ~~shall not be~~ is not required in order for this information to be ~~furnished~~ furnished, and the information shall be furnished despite objection by the client or inmate. Confidential information disclosed pursuant to this subsection is restricted from further disclosure.

(c1) **(See editor's note for effective date information)** A facility may furnish confidential information in its possession to the sheriff of any county when requested by the sheriff regarding any client of that facility who is confined in the county's jail or jail annex when the inmate has

been determined by the county jail medical unit to be in need of treatment for mental illness, developmental disabilities, or substance abuse. The sheriff may furnish to a facility confidential information in its possession about treatment for mental illness, developmental disabilities, or substance abuse that the county jail medical unit has provided to any present or former inmate if the inmate is presently seeking treatment from the requesting facility or if the inmate has been involuntarily committed to the requesting facility for inpatient or outpatient treatment. Under the circumstances described in this subsection, the consent of the client or inmate ~~shall not be~~ is not required in order for this information to be ~~furnished~~ furnished, and the information shall be furnished despite objection by the client or inmate. Confidential information disclosed pursuant to this subsection is restricted from further disclosure.

(d) A responsible professional may disclose confidential information when in ~~his~~ the responsible professional's opinion there is an imminent danger to the health or safety of the client or another individual or there is a likelihood of the commission of a felony or violent misdemeanor.

(e) A responsible professional may exchange confidential information with a physician or other health care provider ~~who~~ that is providing emergency medical services to a client. Disclosure of the information is limited to that necessary to meet the emergency as determined by the responsible professional.

(e1) A State facility may furnish client identifying information to the Department for the purpose of maintaining an index of clients served in State facilities ~~which~~ that may be used by State facilities only if that information is necessary for the appropriate and effective evaluation, ~~care~~ care, and treatment of the client.

…

(f) A facility may disclose confidential information to a provider of support services whenever the facility has entered into a written agreement with a person to provide support services and the agreement includes a provision in which the provider of support services acknowledges that in receiving, storing, processing, or otherwise dealing with any confidential information, ~~he~~ the provider of support services will safeguard and not further disclose the information.

(g) Whenever there is reason to believe that the client is eligible for financial benefits through a governmental agency, a facility may disclose confidential information to State, local, or federal government agencies. Except as provided in subsections (a3) and (g1) of this section, disclosure is limited to that confidential information necessary to establish financial benefits for a client. Except as provided in subsection (g1) of this section, after establishment of these benefits, the consent of the client or ~~his~~ the client's legally responsible person is required for further release of confidential information under this subsection.

…

(h) Within a facility, employees, students, ~~consultants~~ consultants, or volunteers involved in the care, treatment, or habilitation of a client may exchange confidential information as needed for the purpose of carrying out their responsibility in serving the client.

…

(j) Upon request of the next of kin or other family member who has a legitimate role in the therapeutic services offered, or other person designated by the client or ~~his~~ the client's legally responsible person, the responsible professional shall provide the next of kin or other family member or the designee with notification of the client's diagnosis, the prognosis, the medications prescribed, the dosage of the medications prescribed, the side effects of the medications prescribed, if any, and the progress of the client, ~~provided that~~ if the client or ~~his~~ the client's legally responsible person has consented in writing, or the client has consented orally in the presence of a witness selected by the client, prior to the release of this information. Both the client's or the legally responsible person's consent and the release of this information shall be

documented in the client's medical record. This consent shall be valid for a specified length of time only and is subject to revocation by the consenting individual.

(k) Notwithstanding ~~the provisions of~~ G.S. 122C-53(b) or G.S. 122C-206, upon request of the next of kin or other family member who has a legitimate role in the therapeutic services offered, or other person designated by the client or ~~his~~ the client's legally responsible person, the responsible professional shall provide the next of kin, ~~or~~ the family member, or the designee, notification of the client's admission to the facility, transfer to another facility, decision to leave the facility against medical advice, discharge from the facility, and referrals and appointment information for treatment after discharge, after notification to the client that this information has been requested.

(*l*) In response to a written request of the next of kin or other family member who has a legitimate role in the therapeutic services offered, or other person designated by the client, for additional information not provided for in subsections (j) and (k) of this section, and when ~~such~~ the written request identifies the intended use for this information, the responsible professional shall, in a timely ~~manner:~~manner, do one or more of the following:

(1) Provide the information requested based upon the responsible professional's determination that providing this information will be to the client's therapeutic benefit, ~~and provided that~~ if the client or ~~his~~ the client's legally responsible person has consented in writing to the release of the information ~~requested; or~~requested.

(2) Refuse to provide the information requested based upon the responsible professional's determination that providing this information will be detrimental to the therapeutic relationship between client and ~~professional; or~~professional.

(3) Refuse to provide the information requested based upon the responsible professional's determination that the next of kin or family member or designee does not have a legitimate need for the information requested.

(m) The Commission for Mental Health, Developmental Disabilities, and Substance Abuse Services shall adopt rules specifically to define the legitimate role referred to in subsections (j), (k), and (*l*) of this section."

SECTION 6.1.(b) Section 46 of S.L. 2018-33 reads as rewritten:

"**SECTION 46.** G.S. 122C-55(c1), as enacted by Section 5 of this act, and Sections ~~5(c1),~~ 44, 45(a), and 45(b) of this act are effective when the act becomes law. The remainder of this act becomes effective October 1, 2019, and applies to proceedings initiated on or after that date."

SECTION 6.1.(c) Subsection (a) of this section becomes effective October 1, 2019. Subsection (b) of this section becomes retroactively effective June 22, 2018. Nothing in subsection (b) of this section imposes liability on a facility or sheriff for failing to furnish confidential information before the date this act becomes law.

SECTION 7.(a) G.S. 122C-263(a) reads as rewritten:

"(a) Without unnecessary delay after assuming custody, the law enforcement officer or the individual designated or required to provide transportation pursuant to G.S. 122C-251(g) shall take the respondent to a facility or other location identified by the LME/MCO in the community crisis services plan adopted pursuant to G.S. 122C-202.2 that has an available commitment examiner and is capable of performing a first examination in conjunction with a health screening at the same location, unless ~~exigent~~ circumstances ~~require the respondent be transported to an emergency department~~ indicate the respondent appears to be suffering a medical emergency in which case the law enforcement officer will seek immediate medical assistance for the respondent. If a commitment examiner is not available, whether on-site, on-call, or via telemedicine, at any facility or location, or if a plan has not been adopted, the person designated to provide transportation shall take the respondent to an alternative non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the

same location. If no non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the same location for health screening and first examination exists, the person designated to provide transportation shall take the respondent to a private hospital or clinic, a general hospital, an acute care hospital, or a State facility for ~~the mentally ill.~~ individuals with mental illnesses. If a commitment examiner is not immediately available, the respondent may be temporarily detained in an area facility, if one is available; if an area facility is not available, the respondent may be detained under appropriate supervision in the respondent's home, in a private hospital or a clinic, in a general hospital, or in a State facility for ~~the mentally ill,~~ individuals with mental illnesses, but not in a jail or other penal facility. For the purposes of this section, "non-hospital provider" means an outpatient provider that provides either behavioral health or medical services."

SECTION 7.(b) G.S. 122C-283 reads as rewritten:

"**§ 122C-283. (Effective October 1, 2019) Duties of law enforcement officer; first examination by commitment examiner.**

(a) Without unnecessary delay after assuming custody, the law enforcement officer or the individual designated or required to provide transportation under G.S. 122C-251(g) shall take the respondent to a facility or other location identified by the LME/MCO in the community crisis services plan adopted pursuant to G.S. 122C-202.2 that has an available commitment examiner and is capable of performing a first examination in conjunction with a health screening in the same location, unless ~~exigent~~ circumstances ~~require the respondent be transported to an emergency department~~ indicate the respondent appears to be suffering a medical emergency in which case the law enforcement officer will seek immediate medical assistance for the respondent. If a commitment examiner is not available, whether on-site, on-call, or via telemedicine, at any facility or location, or if a plan has not been adopted, the person designated to provide transportation shall take the respondent to an alternative non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the same location. If no non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the same location, the person designated to provide transportations shall take the respondent to a private hospital or clinic, a general hospital, an acute care hospital, or a State facility for ~~the mentally ill.~~ individuals with mental illnesses. If a commitment examiner is not immediately available, the respondent may be temporarily detained in an area facility if one is available; if an area facility is not available, ~~he~~ the respondent may be detained under appropriate supervision, in ~~his~~ the respondent's home, in a private hospital or a clinic, or in a general hospital, but not in a jail or other penal facility. For the purposes of this section, "non-hospital provider" means an outpatient provider that provides either behavioral health or medical services.

…

(c) The commitment examiner described in subsection (a) of this section shall examine the respondent as soon as possible, and in any event within 24 hours, after the respondent is presented for examination. The examination shall include but is not limited to an assessment of ~~the respondent's:~~all of the following:

(1) ~~Current~~ The respondent's current and previous substance abuse including, if available, previous treatment ~~history; and~~history.

(2) ~~Dangerousness~~ The respondent's dangerousness to ~~himself~~ self or others as defined in G.S. 122C-3(11).

…."

SECTION 7.(c) This section becomes effective October 1, 2019, and applies to proceedings initiated on or after that date.

SECTION 7.1. G.S. 130A-335(a2) reads as rewritten:

"(a2) Evaluations conducted by a licensed soil scientist or a licensed geologist pursuant to subsection (a1) of this section to produce design and construction features for a new proposed

wastewater system or a proposed repair project for an existing wastewater system, including the addressing of any special hydrologic conditions that may be required under the applicable rules for an authorization to construct or for permitting, shall be approved by the applicable permitting authorities under G.S. 130A-336 and G.S. 130A-336.1, provided both of the following conditions are met:

(1) The ~~evalutation~~ evaluation of soil conditions, site features, or geologic and hydrogeologic conditions satisfies all requirements of this Article. The evaluation shall not cover areas outside the scope of the applicable license.

(2) The licensed soil scientist or licensed geologist conducting the evaluation maintains an errors and omissions liability insurance policy issued by an insurer licensed under Chapter 58 of the General Statutes in an amount commensurate with the risk."

SECTION 8. G.S. 143B-139.4B(b) reads as rewritten:

"(b) The North Carolina Office of Rural Health shall oversee the establishment and administration of a statewide telepsychiatry program that allows referring sites to utilize consulting providers at a consultant site to provide timely psychiatric assessment and rapid initiation of treatment for patients at the referring emergency department site experiencing ~~an [a]~~ a mental health or substance abuse crisis, or for patients in need of mental health or substance abuse care at an approved community-based site. Notwithstanding the provisions of Article 3 of Chapter 143 of the General Statutes or any other provision of law, the Office of Rural Health shall contract with East Carolina University Center for Telepsychiatry and e-Behavioral Health to administer the telepsychiatry program. The contract shall include a provision requiring East Carolina University Center for Telepsychiatry and e-Behavioral Health to work toward implementing this program on a statewide basis by no later than January 1, 2014, and to report annually to the Office of Rural Health on the following performance measures:

(1) Number of consultant sites and referring sites participating in the program.

(2) Number of psychiatric assessments conducted under the program, reported by site or region.

(3) Length of stay of patients receiving telepsychiatry services in the emergency departments of hospitals participating in the program, reported by disposition.

(4) Number of involuntary commitments recommended as a result of psychiatric assessments conducted by consulting providers under the program, reported by site or region and by year, and compared to the number of involuntary commitments recommended prior to implementation of this program."

SECTION 8.1. G.S. 147-86.20 reads as rewritten:

"**§ 147-86.20. Definitions.**

The following definitions apply in this Article:

(1) Account receivable. – An asset of the State reflecting a debt that is owed to the State and has not been received by the State agency servicing the debt. The term includes claims, damages, fees, fines, forfeitures, loans, overpayments, taxes, and tuition as well as penalties, interest, and other costs authorized by law. The term does not include court costs or fees assessed in actions before the General Court of Justice or counsel fees and other expenses of representing indigents under Article 36 of Chapter 7A of the General Statutes.

(2) Debtor. – A person who owes an account receivable.

(2a) Electronic payment. – Payment by charge card, credit card, debit card, or by electronic funds transfer as defined in ~~this subsection.~~G.S. 105-228.90(b).

(3) ~~Past Due.~~ Past-due. – An account receivable is ~~past due~~ past-due if the State has not received payment of it by the payment due date.

(4) Person. – An individual, a fiduciary, a firm, a partnership, an association, a corporation, a unit of government, or another group acting as a unit.

(5) State ~~Agency.~~ agency. – Defined in G.S. 147-64.4(4). The term does not include, however, a community college, a local school administrative unit, an area mental health, developmental disabilities, and substance abuse authority, or the General Court of Justice.

(6) Write-off. – To remove an account receivable from a State agency's accounts receivable records."

SECTION 8.2. G.S. 150B-1(e)(11) is repealed.

SECTION 8.3. G.S. 161-16 reads as rewritten:

"**§ 161-16. Liability for failure to register.**

In case of his failure to register any deed or other instrument within the time and in the manner required by ~~G.S. 161-15,~~ G.S. 161-14, the register shall be liable, in an action on his official bond, to the party injured by such delay."

SECTION 9.(a) G.S. 7A-304 reads as rewritten:

"**§ 7A-304. Costs in criminal actions.**

(a) In every criminal case in the superior or district court, wherein the defendant is convicted, or enters a plea of guilty or nolo contendere, or when costs are assessed against the prosecuting witness, the following costs shall be assessed and collected. No costs may be assessed when a case is dismissed. Only upon entry of a written order, supported by findings of fact and conclusions of law, determining that there is just cause, the court may (i) waive costs assessed under this section or (ii) waive or reduce costs assessed under subdivision (7), (8), (8a), (11), (12), or (13) of this ~~section.~~ subsection. No court may waive or remit all or part of any court fines or costs without providing notice and opportunity to be heard by all government entities directly affected. The court shall provide notice to the government entities directly affected of (i) the date and time of the hearing and (ii) the right to be heard and make an objection to the remission or waiver of all or part of the order of court costs at least 15 days prior to hearing. Notice shall be made to the government entities affected by first-class mail to the address provided for receipt of court costs paid pursuant to the order. ~~[The costs are listed below:]~~The costs are listed below:

…

(6) For support of the General Court of Justice, the sum of two hundred dollars ($200.00) is payable by a defendant who fails to appear to answer the charge as scheduled, unless within 20 days after the scheduled appearance, the person either appears in court to answer the charge or disposes of the charge pursuant to G.S. 7A-146, and the sum of fifty dollars ($50.00) is payable by a defendant who fails to pay a fine, penalty, or costs within 40 days of the date specified in the court's judgment. Upon a showing to the court that the defendant failed to appear because of an error or omission of a judicial official, a prosecutor, or a law-enforcement officer, the court shall waive the fee for failure to appear. These fees shall be remitted to the State Treasurer.

(7) For the services of the North Carolina State Crime Laboratory facilities, the district or superior court judge shall, upon conviction, order payment of the sum of six hundred dollars ($600.00) to be remitted to the Department of Justice for support of the Laboratory. This cost shall be assessed only in cases in which, as part of the investigation leading to the defendant's conviction, the laboratories have performed DNA analysis of the crime, tests of bodily fluids of the defendant for the presence of alcohol or controlled substances, or analysis of any controlled substance possessed by the defendant or the defendant's agent.

(8) For the services of any crime laboratory facility operated by a local government or group of local governments, the district or superior court judge shall, upon conviction, order payment of the sum of six hundred dollars

($600.00) to be remitted to the general fund of the local governmental unit that operates the laboratory to be used for law enforcement purposes. The cost shall be assessed only in cases in which, as part of the investigation leading to the defendant's conviction, the laboratory has performed DNA analysis of the crime, test of bodily fluids of the defendant for the presence of alcohol or controlled substances, or analysis of any controlled substance possessed by the defendant or the defendant's agent. The costs shall be assessed only if the court finds that the work performed at the local government's laboratory is the equivalent of the same kind of work performed by the North Carolina State Crime Laboratory under subdivision (7) of this subsection.

(8a) For the services of any private hospital performing toxicological testing under contract with a prosecutorial district, the district or superior court judge shall, upon conviction, order payment of the sum of six hundred dollars ($600.00) to be remitted to the State Treasurer for the support of the General Court of Justice. The cost shall be assessed only in cases in which, as part of the investigation leading to the defendant's conviction, the laboratory has performed testing of bodily fluids of the defendant for the presence of alcohol or controlled substances. The costs shall be assessed only if the court finds that the work performed by the local hospital is the equivalent of the same kind of work performed by the North Carolina State Crime Laboratory under subdivision (7) of this subsection.

…

(11) For the services of an expert witness employed by the North Carolina State Crime Laboratory who completes a chemical analysis pursuant to G.S. 20-139.1, a forensic analysis pursuant to G.S. 8-58.20, or a digital forensics analysis and provides testimony about that analysis in a defendant's trial, the district or superior court judge shall, upon conviction of the defendant, order payment of the sum of six hundred dollars ($600.00) to be remitted to the Department of Justice for support of the State Crime Laboratory. This cost shall be assessed only in cases in which the expert witness provides testimony about the chemical or forensic analysis in the defendant's trial and shall be in addition to any cost assessed under subdivision (7) or (9a) of this subsection.

(12) For the services of an expert witness employed by a crime laboratory operated by a local government or group of local governments who completes a chemical analysis pursuant to G.S. 20-139.1, a forensic analysis pursuant to G.S. 8-58.20, or a digital forensics analysis and provides testimony about that analysis in a defendant's trial, the district or superior court judge shall, upon conviction of the defendant, order payment of the sum of six hundred dollars ($600.00) to be remitted to the general fund of the local governmental unit that operates the laboratory to be used for the local law enforcement laboratory. This cost shall be assessed only in cases in which the expert witness provides testimony about the chemical or forensic analysis in the defendant's trial and shall be in addition to any cost assessed under subdivision (8) or (9b) of this subsection.

(13) For the services of an expert witness employed by a private hospital performing toxicological testing under contract with a prosecutorial district who completes a chemical analysis pursuant to G.S. 20-139.1 and provides testimony about that analysis in a defendant's trial, the district or superior court judge shall, upon conviction of the defendant, order payment of the sum of six hundred dollars ($600.00) to be remitted to the State Treasurer for the support

of the General Court of Justice. This cost shall be assessed only in cases in which the expert witness provides testimony about the chemical analysis in the defendant's trial and shall be in addition to any cost assessed under subdivision (8a) of this subsection.

…

(d) (1) In any criminal case in which the liability for costs, fines, restitution, attorneys' fees, or any other lawful charge has been finally determined, the clerk of superior court shall, unless otherwise ordered by the presiding judge, disburse ~~such~~ the funds when paid in accordance with the following priorities:

…

(2) Sums in restitution received by the clerk of superior court shall be disbursed when:

…

(g) Changes to the costs or fees in this section apply to costs or fees assessed or collected on or after the effective date of the change. However, in misdemeanor or infraction cases disposed of on or after the effective date by written appearance, waiver of trial or hearing, or plea of guilt or admission of responsibility pursuant to G.S. 7A-180(4) or G.S. 7A-273(2), and within the time limit imposed by ~~G.S. 7A-304(a)(6),~~ subdivision (a)(6) of this section, in which the citation or other criminal process was issued before the effective date, the costs or fees shall be the lesser of those specified in this section as amended, or those specified in the notice portion of the defendant's or respondent's copy of the citation or other criminal process, if any costs or fees are specified in that notice."

SECTION 9.(b) G.S. 105-164.3 reads as rewritten:

"**§ 105-164.3. Definitions.**

The following definitions apply in this Article:

…

(30b) Prosthetic device. – A replacement, corrective, or supporting device worn on or in the body that meets one of the conditions of this subdivision. The term includes repair and replacement parts for the device. ~~[The conditions are as follows:]~~The conditions are as follows:

a. Artificially replaces a missing portion of the body.

b. Prevents or corrects a physical deformity or malfunction.

c. Supports a weak or deformed portion of the body.

…."

SECTION 9.(c) G.S. 105-282.1 reads as rewritten:

"**§ 105-282.1. Applications for property tax exemption or exclusion; annual review of property exempted or excluded from property tax.**

(a) Application. – Every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. If the property for which the exemption or exclusion is claimed is appraised by the Department of Revenue, the application shall be filed with the Department. Otherwise, the application shall be filed with the assessor of the county in which the property is situated. An application must contain a complete and accurate statement of the facts that entitle the property to the exemption or exclusion and must indicate the municipality, if any, in which the property is located. Each application filed with the Department of Revenue or an assessor shall be submitted on a form approved by the Department. Application forms shall be made available by the assessor and the Department, as appropriate.

Except as provided below, an owner claiming an exemption or exclusion from property taxes must file an application for the exemption or exclusion annually during the listing period:

…

(2) Single application required. – An owner of one or more of the following properties eligible for a property tax benefit must file an application for the benefit to receive it. Once the application has been approved, the owner does not need to file an application in subsequent years unless new or additional property is acquired or improvements are added or removed, necessitating a change in the valuation of the property, or there is a change in the use of the property or the qualifications or eligibility of the taxpayer necessitating a review of the benefit. ~~[The properties are as follows:]~~The properties are as follows:

a. Property exempted from taxation under G.S. 105-278.3, 105-278.4, 105-278.5, 105-278.6, 105-278.7, or 105-278.8.

b. Special classes of property excluded from taxation under G.S. 105-275(3), (7), (8), (12), (17), (18), (19), (20), (21), (31e), (35), (36), (38), (39), (41), (45), (46), (47), (48), or (49) or under G.S. 131A-21.

c. Special classes of property classified for taxation at a reduced valuation under G.S. 105-277(h), 105-277.1, 105-277.1C, 105-277.10, 105-277.13, 105-277.14, 105-277.15, 105-277.17, or 105-278.

d. Property owned by a nonprofit homeowners' association but where the value of the property is included in the appraisals of property owned by members of the association under G.S. 105-277.8.

e. Repealed by Session Laws 2008-35, s. 1.2, effective for taxes imposed for taxable years beginning on or after July 1, 2008.

…."

SECTION 9.(d) G.S. 143B-437.56(a1) reads as rewritten:

"(a1) Notwithstanding the percentage specified by subsection (a) of this section, the amount of the grant awarded for a high-yield or transformative project shall be enhanced as provided in this subsection if the applicable conditions of this subsection are met. A business receiving an enhanced percentage of withholdings under this subsection that fails to maintain the minimum job creation requirement or meet all terms of the agreement will be disqualified from receiving the enhanced percentage and will have the applicable percentage set forth in subsection (a) of this section applied in the year in which the failure occurs and all remaining years of the grant term. ~~[The enhanced percentages are as follows:]~~The enhanced percentages are as follows:

(1) If the project is a high-yield project, the business has met the investment and job creation requirements, and, for three consecutive years, the business has met all terms of the agreement, the amount of the grant awarded shall be no more than one hundred percent (100%) of the withholdings of eligible positions for each year the business maintains the minimum job creation requirement and meets all terms of the agreement. Ninety percent (90%) of the annual grant approved for disbursement shall be payable to the business, and ten percent (10%) shall be payable to the Utility Account pursuant to G.S. 143B-437.61.

(2) If the project is a transformative project and the business has met the investment and job creation requirements and all terms of the agreement, the amount of the grant awarded shall be no more than one hundred percent (100%) of the withholdings of eligible and expansion positions for each year the business maintains the minimum job creation requirement and meets all terms of the agreement. Ninety percent (90%) of the annual grant approved for disbursement shall be payable to the business, and ten percent (10%) shall be payable to the Utility Account pursuant to G.S. 143B-437.61."

SECTION 10. The introductory language of Section 13A.1(a) of S.L. 2018-5 reads as rewritten:

"**SECTION 13A.1.(a)** ~~G.S. 143B-344.62~~ G.S. 143B-344.60 reads as rewritten:"

SECTION 10.1.(a) The introductory language of Section 3.11(a) of S.L. 2018-13 reads as rewritten:

"**SECTION 3.11.(a)** Section 30.8 of ~~S.L. 2013-281,~~ S.L. 2013-381, as amended by Section 6(a) of S.L. 2015-103, reads as rewritten:"

SECTION 10.1.(b) The introductory language of Section 3.11(b) of S.L. 2018-13 reads as rewritten:

"**SECTION 3.11.(b)** Section 30.9 of ~~S.L. 2013-281,~~ S.L. 2013-381, as amended by Section 6(b) of S.L. 2015-103, reads as rewritten:"

SECTION 11. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 18th day of July, 2019.

s/ Carl Ford
Presiding Officer of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 12:13 p.m. this 26th day of July, 2019