

The Northampton County Board of Commissioners will meet in Regular Session on Monday September 19, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

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5	6:15	Ms. Leslie Edwards, Finance Director
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6	6:25	Mrs. Cathy Allen, Tax Adminstrator
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9	6:55	Ms. Kimberly Turner, County Manager
		1) Request for Public Hearing for Hazard Mitigation Plan
		2) Management Matters
10	7:00	Citizens/Board Comments
	7:30	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 1

Agenda Time: 6:00 pm

Presenter and/or Subject Matter:

Approval of Regular Meeting Minutes for September 7, 2016

Komita Hendricks

1 Approval of Regular Meeting Minutes for September 7, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
September 7, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on September 7, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar and Komita Hendricks

Absent: Virginia Spruill

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes. Vice-Chairman Barrett requested to add discussion regarding the Addressing & Road Naming Ordinance to the agenda.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. Commissioner Carter gave the Invocation and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for August 1, 2016:

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the Regular Session Minutes for August 1, 2016. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for August 1, 2016

A motion was made by Joseph Barrett seconded by Robert Carter to approve the Closed Session Minutes for August 1, 2016. . **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for September 7, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda for September 7, 2016 with the addition of adding Addressing & Road Naming Ordinance to the agenda after County Manager. **Question Called: All present voting yes. Motion carried.**

Ward Cemetery Services:

Mr. Steve Ward, Ward Cemetery Services, appeared before the Board to obtain approval of relocating the Peele-Bridgers Cemetery off Collier Road in Lasker. The grave sites consist of approximately 4 known and 4 unknown cemeteries.

Commissioner Carter question Attorney McKellar about cemetery relocation. Attorney McKellar stated Statue 65-106 have been followed.

A motion was made by Chester Deloatch and seconded by Joseph Barrett that Mr. Steve Ward request be granted. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

The Relocation of
The Peele-Bridgers Cemetery
For Robert and Pam Collier

Location:
Collier Road Approximately 800 feet
South of Bridger Road near
Lasker, NC

Contractor:
Steve Ward
Ward Cemetery Servivces
PO Box 703
Battleboro, NC

AFFIDAVIT OF PUBLICATION

*This is not an invoice***Roanoke-Chowan News-Herald**Post Office Box 1325
Ahoskie, North Carolina 27910

IN ACCOUNT WITH

Steve Ward
Ward Cemetery Services
PO Box 703
Battleboro, NC 27809

Date	Description	Words	Rate
8/11/2016	Legal Notice - Tax Parcel Number 07-00262	79	Flat Rate
Attorneys placing legal advertising are held responsible for payment. All statements payable 10 days after billing. Additional copies of this notice will be furnished except upon payment of fee of \$20.00.			

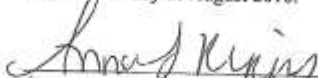
NORTH CAROLINA
NORTHAMPTON COUNTY

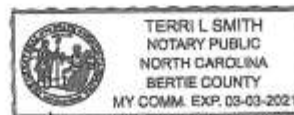
AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared the undersigned representative who being duly sworn, deposes and says that he (she) is an employee or other officer authorized to make this affidavit of Roanoke-Chowan Publications, LLC, engaged in the publication of a newspaper known as the Roanoke-Chowan News Herald, issued and entered as second class mailing in the Town Ahoskie, N.C., in said county and state; that he (she) is authorized to make this affidavit and sworn statement; and the notice or other legal advertisement, a true copy of which is attached hereto, was published in the Roanoke-Chowan News-Herald on the following date

July 21 & 28, 2016 and August 4 & 11, 2016

And that the said newspaper in which such notice, paper, document or legal advertisement was published was at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This the 11th day of August 2016.

 (Signature of representative making affidavit)
Sworn to and subscribed before to me this 11th day of August 2016.

 (Notary Public)


County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (90) days, after the sale date contained in the Notice of Sale, provided that the mortgagor has not cured the default at the time the tenant provides the Notice of Termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination.

Legal Notice

In the matter of the intention for the removal and reinterment of approximately eight to ten graves, of which four have markers located on Collier Road approximately 800 feet South of Bridger Road. The Cemetery is located on Farm land with the Northampton County tax Parcel number 07-00262.

Anyone having information about these graves or the next to kin please contact Steve Ward at (252) 903-5621

Steve Ward
Ward Cemetery Services
P.O. Box 703
Battleboro, NC 27809

**ADMINISTRATOR'S/
EXECUTOR'S
NOTICE**

IN THE
GENERAL
COURT OF
JUSTICE
SUPERIOR COURT
DIVISION

STATE OF
NORTH
CAROLINA
NORTHAMPTON
COUNTY

Having qualified as Administrator of the Estate of Samuel James Kee Sr., late of Northampton County, North Carolina, hereby notified all persons having

above-named Administrator.

This is the 11th day of August, 2016.

Bradley A. Elliott,
Administrator
928 Roanoke Avenue
P. O. Drawer M
Roanoke Rapids, NC 27870

ALS M3062223

IN THE GENERAL
COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 08 CVS 254

NORTH CAROLINA

507 NC 27983

DATE OF SALE: August 19, 2018

TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: BERTIE
County Courthouse

RECORD OWNER(S): Walter Freeman and Gloria D. Freeman

TERMS OF THE SALE:

(1) This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes

Line Ads & Display Ads Av

SERVICE DIRECTORY 2018

Roanoke-Chowan

News-Herald

TO SIGN UP FOR YOUR SPOT IN THE NEW SERVICE
Call Anne Phipps: 252-332-7302 or
email: anna.phipps@news-herald.com

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Roofing Painting
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252-395-1304

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Electrical Se

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Here!

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Brickwork & Masonry
Cleaning Services

Peele - Bridgers Cemetery

Lasker, Northampton County, NC

Relationship with Franklin Bridgers:

Albert Wingate Barnes 3017 W CLINTON ST TAMPA, FL. 33614-3438 Phone # 813-935-2430	Great-grandson
Thomas Sheldon Barnes 20 Kendrick Ave Verona, Va 24482-9757 Phone # 540-248-3115	Great-grandson
Wayne Futrell 9651 US Highway 258 Murfreesboro, NC 27855-9465 Phone # 252-398-4703	Great-grandson
John Sullivan Futrell, Jr. P.O. Box 29 Woodland, NC 27897-0029 Phone # 252-587-0321	Great-grandson
Wilson Wheeler Gibbs 154 Rd Ponderosa Lowland, North Carolina 28552 Phone # 252-794-1363	Great-grandson
William Randolph Futrell 110 W Calhoun St Jackson, NC 27845 Phone # 252-534-6571	Great-grandson
Perry Lee Collier 402 Spruce St Woodland, NC 27897 Phone # 252- 587-6151	Grandson
David Keith Britton Lasker Golf Course Woodland, NC 27897 Phone # 252-539-2372	Great-grandson
Dorothy Johnson Harcom 146 Songbird Trl Yorktown, VA 23692-6172 Phone # 757-890-9161	Great-granddaughter

Cynthia Ann Askew
102 South St
Lasker, NC 27845-9752
Phone # 252-539-2581

Great-granddaughter

Wilson Wheeler Gibbs
154 Ponderosa Rd
Lowland, NC 28552-9649
Phone # 252-745-5429

Great-grandson

Dorothy Hoggard Turner
2608 W 18th Ave
Emporia, KS 66801-6108

Great-granddaughter

Clemmon Windfield Bridgers, Jr
210 Brinkleyville Rd
Ahoskie, NC 27910-8216
Phone # 252-332-5872

Great-grandson

Betty Howell Strickland
287 Graham Pond Rd
Angier, NC 27501-8764
Phone # 919-894-8773

Great-Granddaughter

John Michael Howell
1953 Quail Ridge Rd
Greenville, NC 27858-5599
Phone # 252-756-0519

Great-grandson

Mary Strickland Duke
6763 NC Highway 305
Jackson, NC 27845-9623

Granddaughter

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Albert W. Barnes 6/16/16
 Signature Date

Please update if needed:

Albert Wingate Barnes _____
 3017 W. Clinton St. _____
 Tampa, FL 33614-3438 _____
 (813) 935-2430 _____

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
() No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Wayne Futrell 6/25/16
Signature Date

Please update if needed:

~~Wayne Futrell~~
~~9651 US Highway 258~~
~~Murfreesboro, NC 27855-9465~~
~~(252) 398-4703~~

Wayne Futrell
845 ~~Highway~~ Indian Branch Rd
Murfreesboro, NC 27855-9398
252 398-4331 Home
252 398 7981 cell

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.


 Signature

6/20/16
 Date

Please update if needed:

John Sullivan Futrell, Jr. _____

PO Box 29 _____

Woodland, NC 27897-0029 _____

(252) 587-0321

(252) 587-5871


Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- (☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
 () No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/16/16
 Signature Date

Please update if needed:

William Randolph Futrell
~~110 W. Calhoun St.~~ Po Box 768
 Jackson, NC 27845
 (252) 534-6571

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Perry Collier, Jr. Power of Attorney
Perry Collier, Sr. *6/14/2016*
 Signature Date

Please update if needed:

Perry Lee Collier

402 Spruce Street

Woodland, NC 27897

(252) 587-6151

P.O. Box 237

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

David Keith Britton 6/15/16
 Signature Date

Please update if needed:

David Keith Britton _____
 998 Lasker Golf Course _____
 Woodland, NC 27897 _____
 (252) 539-2372 _____

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery *with the*
() No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery. *under-*

Dorothy J. Harcum
Signature

6/17/2016
Date

*standing that
I will be satisfied in
sufficient time to be
there for disinterment
and reinterment of
the graves.*

Please update if needed:

Dorothy Johnson Harcum ^u HARCUM
146 Songbird Trail
Yorktown, VA 23692-6172
(757) 890-9161

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Cynthia Ann Askew
 Signature

6/15/16
 Date

Please update if needed:

Cynthia Ann Askew

102 South Street

Lasker, NC 27845-9752

~~(252) 539-2381~~

538-2014 (H)

536-8397 (C)

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/15/2016
Signature Date

Please update if needed:

Clemmon Windfield Bridgers, Jr.

210 Brinkley Road

Ahoskie, NC 27910-8216

(252) 332-5872

210 Brinkleyville Rd

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/15/16
 Signature Date

Please update if needed:

Betty Howell Strickland
 287 Graham Pond Road
 Angier, NC 27501-8764
 (919) 894-8773

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

(☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

(☐) No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/30/16
Signature Date

Please update if needed:

John Michael Howell

1663 Chatham Way

Greenville, NC 27834

(252) 341-6648

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- (X) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
() No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Mark by Mary Duck 7-12-16
Signature Date
Witnessed by Sandra L. Duck daughter

Please update if needed:

Mary Strickland Duck
6763 NC Highway 305
Jackson, NC 27845-9623
Phone #

Mary Strickland Duck

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Wilson Wheeler 7, 7, 16
 Signature Date

Please update if needed:

Wilson Wheeler Gibbs

154 Ponderosa Rd.

Lowland, NC 28552

(252) 474-6810

BK:01017 PG:0378

FILED Aug 22, 2016 04:23:52 pm FILED
 BOOK 01017 NORTHAMPTON
 PAGE 0378 THRU 0381 COUNTY NC
 INSTRUMENT # 01637 ROBIN WILLIAMS
 RECORDING \$26.00 REGISTER
 EXCISE TAX \$48.00 OF DEEDS
 LAH

This certifies that there are no delinquent ad valorem real estate taxes, which the Northampton County Tax Collector is charged with collecting, that are a lien on: Parcel ID #s 07-00262 (Northampton County Office of Land Records) This is not a certification of the Northampton County Office of Land Records that the Parcel ID # matches the deed description.

8/22/16
 Date

Brenda Ridley / Tax Assistant
 Tax Collector/Chief Tax Collector/Tax Assistant

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$48.00

Mail/Box to: Robert L. Collier, 2705 NC Hwy 35, Woodland, NC 27897

This instrument was prepared by: Charles M. Slade, Jr., Attorney at Law – NO OPINION ON TITLE IS RENDERED BY CHARLES M. SLADE, JR. WITHOUT A SEPARATE WRITTEN OPINION ON TITLE FROM CHARLES M. SLADE, JR.

Brief description for the Index: 28.248 acres, Roanoke Township

THIS DEED made this 18th day of August, 20 16, by and between

GRANTOR

GRANTEE

Perry Lee Collier, Jr., Administrator of the Estate of
 Jimmy Greene Collier

Betty H. Strickland, Executor of the Estate of
 Doris Sitterson

Betty H. Strickland, unmarried

Perry Lee Collier, Sr., unmarried

Robert L. Collier and wife,
 Pamela R. Collier
 2705 NC Hwy 35
 Woodland, NC 27897

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

④ R.F. 26.00
 R.S. 48.00

BK:01017 PG:0379

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

That certain lot or parcel of land located in the southwest corner of the intersection of NCSR 1515 (Collier Road) and NCSR 1511 (Bridgers Road) in Roanoke Township, Northampton County, North Carolina containing 28.248 acres, more or less, shown and depicted as "28.248 Ac. TOTAL" according to that certain plat entitled BOUNDARY SURVEY OF PROPERTY TO BE CONVEYED TO ROBERT COLLIER AND WIFE PAMELA COLLIER dated July 11, 2016 drawn under the supervision of Jimmy E. Liverman, Jr., P.L.S., which plat is recorded in the Office of the Register of Deeds of Northampton County in Map Book 44, Page 192.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

Perry Lee Collier, Jr. joins in this conveyance as Administrator of the Estate of Jimmy Greene Collier pursuant to GS 28A-17-12(a)(2). The first publication of Notice to Creditors occurred on August 11, 2015.

Betty H. Strickland joins in this conveyance as Executor of the Estate of Doris Sitterson pursuant to GS 28A-17-12(a)(2). The first publication of Notice to Creditors occurred on August 4, 2016 in Johnston County, North Carolina in The Selma News.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. Street and utility easements of record or which would be revealed by an inspection of the property.
2. 2016 Ad Valorem Taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

BK:01017 PG:0380

Perry Lee Collier, Jr. ADM. (SEAL)
 Perry Lee Collier, Jr., Administrator of the Estate of Jimmy Greene Collier

Betty H. Strickland - Frazier (SEAL)
 Betty H. Strickland, Individually and as Executor of the Estate of
 Doris Sitterson

Perry Lee Collier Sr. (SEAL)
 Perry Lee Collier, Sr.

By: Perry Lee Collier, Jr. POA (SEAL)
 Perry Lee Collier, Jr., Attorney-in-Fact for Perry Lee Collier, Sr.

STATE OF NORTH CAROLINA

COUNTY OF Northampton

I, Kimberly Bryant, Notary Public for the aforesaid County and State, do hereby
 certify that PERRY LEE COLLIER, JR., Attorney-in-Fact, executed the foregoing and annexed instrument for and in behalf of the
 said PERRY L. COLLIER, SR., and that his authority to execute and acknowledge said instrument is contained in an
 instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Northampton,
 State of North Carolina, on the 21st day of April, 2015, in Book 01000, Page 892 and that this instrument was executed
 under and by virtue of the authority given by said instrument granting him power of attorney. I do further certify that the said
 PERRY L. COLLIER, JR. acknowledged the due execution of the foregoing and annexed instrument for the purposes
 therein expressed for and in behalf of the said PERRY LEE COLLIER, SR.,

WITNESS my hand and official seal, this the 18 day of August, 2015.

Kimberly Bryant
 Notary Public
 Print Name: Kimberly Bryant
 My Commission Expires: April 6, 2020

BK:01017 PG:0381

STATE OF NORTH CAROLINA

COUNTY OF Northampton

I, Kimberly Bryant, Notary Public for the aforesaid County and State, do hereby certify that HERRY LEE COLLIER, JR., ADMINISTRATOR OF THE ESTATE OF JIMMY GREENE COLLIER, personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and notarial seal, this the 18 day of August, 2016.



Kimberly Bryant
 Notary Public
 Print/Type Name: Kimberly Bryant
 My Comm. Expires: April 6, 2020

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Betty Howell Strickland, Notary Public for the aforesaid County and State, do hereby certify that BETTY H. STRICKLAND, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF DORIS SITTERSON, personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and notarial seal, this the 19 day of August, 2016.



Christopher J. Lewis
 Notary Public
 Print/Type Name: Christopher J. Lewis
 My Comm. Expires: 11-6-19

Part 4. Removal of Graves.

§ 65-106. Removal of graves; who may disinter, move, and reinter; notice; certificate filed; reinterment expenses; due care required.

(a) The State of North Carolina and any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any church, electric power or lighting company, or any person, firm, or corporation may effect the disinterment, removal, and reinterment of graves as follows:

- (1) By the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, when it shall determine and certify to the board of county commissioners in the county from which the bodies are to be disinterred that such removal is reasonably necessary to perform its governmental functions and the duties delegated to it by law.
- (2) By any church authority in order to erect a new church, parish house, parsonage, or any other facility owned and operated exclusively by such church; in order to expand or enlarge an existing church facility; or better to care for and maintain graves not located in a regular cemetery for which such church has assumed responsibility of care and custody.
- (3) By an electric power or lighting company when it owns land on which graves are located, and the land is to be used as a reservoir.
- (4) By any person, firm, or corporation who owns land on which an abandoned cemetery is located after first securing the consent of the governing body of the municipality or county in which the abandoned cemetery is located.

(b) The party effecting the disinterment, removal, and reinterment of a grave containing a decedent's remains under the provisions of this Part shall, before disinterment, give 30 days' written notice of such intention to the next of kin of the decedent, if known or subject to being ascertained by reasonable search and inquiry, and shall cause notice of such disinterment, removal, and reinterment to be published at least once per week for four successive weeks in a newspaper of general circulation in the county where such grave is located, and the first publication shall be not less than 30 days before disinterment. Any remains disinterred and removed hereunder shall be reinterred in a suitable cemetery.

(c) The party removing or causing the removal of all such graves shall, within 30 days after completion of the removal and reinterment, file with the register of deeds of the county from which the graves were removed and with the register of deeds of the county in which reinterment is made, a written certificate of the removal facts. Such certificate shall contain the full name, if known or reasonably ascertainable, of each decedent whose grave is moved, a precise description of the site from which such grave was removed, a precise description of the site and specific location where the decedent's remains have been reinterred, the full and correct name of the party effecting the removal, and a brief description of the statutory basis or bases upon which such removal or reinterment was effected. If the full name of any decedent cannot reasonably be ascertained, the removing party shall set forth all additional reasonably ascertainable facts about the decedent including birth date, death date, and family name.

The fee for recording instruments in general, as provided in G.S. 161-10(a)(1), for registering a certificate of removal facts shall be paid to the register of deeds of each county in which such certificate is filed for registration.

(d) All expenses of disinterment, removal, and acquisition of the new burial site and reinterment shall be borne by the party effecting such disinterment, removal, and reinterment,

including the actual reasonable expense of one of the next of kin incurred in attending the same, not to exceed the sum of two hundred dollars (\$200.00).

(e) The Office of Vital Records of North Carolina shall promulgate regulations affecting the registration and indexing of the written certificate of the removal facts, including the form of that certificate.

(f) The party effecting the disinterment, removal, and reinterment of a decedent's remains under the provisions of this Part shall ensure that the site in which reinterment is accomplished shall be of such suitable dimensions to accommodate the remains of that decedent only and that such site shall be reasonably accessible to all relatives of that decedent, provided that the remains may be reinterred in a common grave where written consent is obtained from the next of kin. If under the authority of this Part, disinterment, removal, and reinterment are effected by the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any electric power or lighting company, then such disinterment, removal, and reinterment shall be performed by a funeral director duly licensed as a "funeral director" or a "funeral service licensee" under the provisions of Article 13A of Chapter 90 of the General Statutes.

(g) All disinterment, removal, and reinterment under the provisions of this Part shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county where the disinterment, removal, and reinterment take place. If reinterment is effected in a county different from the county of disinterment with the consent of the next of kin of the deceased whose remains are disinterred, then the disinterment and removal shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of the disinterment, and the reinterment shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of reinterment.

Due care shall be taken to do said work in a proper and decent manner, and, if necessary, to furnish suitable coffins or boxes for reintering such remains. Due care shall also be taken to remove, protect, and replace all tombstones or other markers, so as to leave such tombstones or other markers in as good condition as that prior to disinterment. Provided that in cases where the remains are to be moved to a perpetual care cemetery or other cemetery where upright tombstones are not permitted, a suitable replacement marker shall be provided.

(h) Nothing contained in this Part shall be construed to grant or confer the power or authority of eminent domain, or to impair the right of the next of kin of a decedent to remove or cause the removal, at his or their expense, of the remains or grave of such decedent. (1919, c. 245; C.S., ss. 5030, 5030(a); Ex. Sess. 1920, c. 46; 1927, c. 23, s. 1; c. 175, s. 1; 1937, c. 3; 1947, cc. 168, 576; 1961, c. 457; 1963, c. 915, s. 1; 1965, c. 71; 1971, c. 797, s. 1; 1977, c. 311, s. 1; 2001-390, s. 3; 2007-118, s. 1.)

Budget Amendments:

Ms. Leslie Edwards, Finance Director, appeared before Board to obtain approval of Budget Amendments #54-59.

A motion was made by Robert Carter and seconded by Chester Deloatch that Budget Amendments #54-59 be adopted. **Question Called:** *All present voting yes.* **Motion carried.**

Audit Contract:

Ms. Leslie Edwards, Finance Director, appeared before the Board to obtain approval of the audit contract with Thompson, Price, Scott, Adams & Co. PA for Fiscal Year 2015-2016 in the amount of \$43,750.

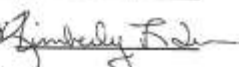
A motion was made by Robert Carter and seconded by Chester Deloatch to approve the audit contract for the accounting firm of Thompson, Price, Adams & Co, PA for fiscal year 2015-2016 to audit Northampton County's financial records, prepare the Financial Statements and assist with any accounting requirements. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

BUDGET AMENDMENT

DATE 06/30/16JE-NO 56

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>Cultural Arts</u>		
113310	461230			Cultural Arts Grant	542	00
116123	500103	542	00	Arts in the Park		
				Received additional revenue from Grant		
		542	00		542	00

PREPARED BY Mary BradleyPOSTED BY Mary BradleyAPPROVED BY DATE 07/19/1607/19/16

BOARD APPROVED _____

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 58

[illegible]

PREPARED BY Mary Bradley

POSTED BY Mary Bradley

APPROVED BY James R. Lee

DATE 08/24/16

08/24/16

BOARD APPROVED

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 59

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>Old DSS Renovations</u>		
119910	599100			Contingency	22,500	00
114190	558100	22,500	00	Architechtrual & Engineering		
				Budget Amended for Old DSS Building Renovations		
		22,500	00		22,500	00

PREPARED BY Mary Bradley

POSTED BY Mary Bradley

APPROVED BY Kimberly L. L...

DATE 08/24/16

08/24/16

BOARD APPROVED



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Leslie H. Edwards
Finance Director

Bill Blanchard
MIS

TO: Northampton County Board of Commissioners
FROM: Leslie Edwards, Finance Officer
DATE: August 29, 2016
RE: Audit Contract for Northampton County

PURPOSE:

The purpose of this decision paper is to seek the approval of the audit contract for the accounting firm of Thompson, Price, Adams & Co., P.A. to audit Northampton County's financial statements for fiscal year ending June 30, 2016.

FACTS:

1. G.S. 159-34 of the Local Government budget and Fiscal Control Act requires each local government and public authority to have financial statements audited annually by an independent auditor.
2. In order to have the audit complete by October 31, 2016, Northampton County must enter into a contract with an accounting firm and submit the contract to the LGC for approval as stated in G.S. 159-34.
3. Thompson, Price, Adams & Co., PA are well qualified and have twenty plus years of county government auditing experience.

DISCUSSION:

The local government commission requires the independent auditor to be selected by qualifications and experience before cost. The cost estimate for Thompson, Price, Adams & Co, PA is \$43,750.00. Attached you will find the audit contract and the letter of engagement. I have also attached the prior auditor's engagement letter for reference.

RECOMMENDATION:

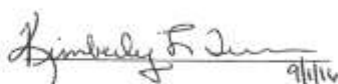
Recommend that the Northampton County Board of Commissioners approve the audit contract for the accounting firm of Thompson, Price, Adams & Co, PA for fiscal year 2015-2016 to audit Northampton County's financial records, prepare the Financial Statements and assist with any accounting requirements.

Respectively submitted.

COORDINATION:

County Manager

Concur:

 9/1/16

Concur with Comment:

Non-Concur

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Thompson, Price, Scott, Adams & Co, P.A.	
VENDOR #		Address	PO Box 398, Whiteville, NC 28472
CONTRACT #		Contact	Alan Thompson
New Contract		2	Originals 0 Copies
Renewal		Amount \$ 43,750.00	
Cost or Material Changes Yes		Date originally approved by the Board of Commissioners	
Original Contract sent to Contract Administrator		Date: 8/26/2016	
Originating Department/Individual: Leslie Edwards		Item or Service: Audit Contract	
Department Involved: Finance		Type of Contract:	
Line Item Budgeted: 114130-519100		Period of Coverage: July 1, 2015 - June 30, 2016	
GRANTS			
Board approval for Application		Approved	Set Verified
Board approval for Acceptance		Approved	Set Verified
COUNTY ATTORNEY		Date Received: 8/30/2016	Date Approved: 8/31/2016
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 8/31, By Atty.		Signature: [Signature]	
FINANCE AHE		Date Received: 8/31/16	Date Audited: 8/31/16
Non encumbered contract: Yes No			
ASSISTANT COUNTY MANAGER		Date Received:	Date Approved:
COUNTY MANAGER		Date Received: 9/1/16	Date Approved: 9/1/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received:	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
Outside Agency Signatures:		Date Sent:	Date received:
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
___ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal ___ copies sent to originating departments with note to forward to vendor			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

LGC-205 (Rev. 2016)

CONTRACT TO AUDIT ACCOUNTS

Of NORTHAMPTON COUNTY

Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 18TH day of AUGUST, 2016Auditor: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A. Auditor Mailing Address: PO BOX 398WHITEVILLE, NC 28472

Hereinafter referred to as The Auditor

and BOARD OF COMMISSIONERS (Governing Board(s)) of NORTHAMPTON COUNTY
(Primary Government)and _____; hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2015, and ending JUNE 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **(Note: Fees listed on signature pages.)**
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

SEE ENGAGEMENT LETTER

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.)		NORTHAMPTON COUNTY
Governmental Unit		
Discretely Presented Component Units (DPCU) if applicable		
NORTHAMPTON COUNTY		- FEES
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A		
Audit	\$43,750	
Preparation of the annual financial Statements		
Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.		
The 75% cap for interim invoice approval for this audit contract is \$		32,813
** NA if there is to be no interim billing		
Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.		NORTHAMPTON COUNTY
Audit Firm Signature:		PRE-AUDIT CERTIFICATE: Required by G.S. 159-28
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.		(a)
Name of Audit Firm		This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.
By	ALAN W. THOMPSON	By
Authorized Audit firm representative name: Type or print		LESLIE EDWARDS
Signature of authorized audit firm representative		Primary Governmental Unit Finance Officer:
Date	8-19-2016	Type or print name
alanthompson@tpsacpas.com		<i>Leslie A. Edwards</i>
Email Address of Audit Firm		Primary Government Finance Officer Signature
Governmental Unit Signatures:		Date
NORTHAMPTON COUNTY		8/31/14
Name of Primary Government		(Pre-audit Certificate must be dated.)
By	FANNIE P. GREENE, CHAIR	leslie.edwards@nhcnc.net
Mayor / Chairperson: Type or print name and title		Email Address of Finance Officer
Signature of Mayor/Chairperson of governing board		
Date		
By		Date Primary Government Governing Body
Chair of Audit Committee - Type or print name		Approved Audit Contract - G.S. 159-34(a)
Signature of Audit Committee Chairperson		
Date		
** If Governmental Unit has no audit committee, mark this section "N/A"		



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

August 19, 2016

Northampton County
100 West Jefferson Street
Jackson, NC 27845

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Northampton County for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Northampton County as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Northampton County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Northampton County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Budgetary Comparison Schedules
3. Other Postemployment Benefits Schedules
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions - LGERS

We have also been engaged to report on supplementary information other than RSI that accompanies the Northampton County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining Statements, Individual Fund Statements, and Supporting Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Northampton County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do

not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Northampton County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Northampton County's major programs. The purpose of these procedures will be to express an opinion on Northampton County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Northampton County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services

are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2016.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will

coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately September 1, 2016 and to issue our reports no later than November 30, 2016. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Northampton County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Northampton County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

March 25, 2015

Dorothy Vick, Finance Director
Northampton County
100 West Jefferson Street
Jackson, NC 27845

We are pleased to confirm our understanding of the services we are to provide Northampton County, NC for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Northampton County as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement Northampton County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Northampton County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: 1) Management's Discussion and Analysis and 2) the Law Enforcement Officer's Special Separation Allowance schedules (if applicable), and 3) Other Post-Employment Benefit schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Northampton County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: 1) the combining and individual fund financial statements, 2) budget and actual schedules, 3) other schedules, 4) supplemental ad valorem tax schedules, and 4) the Schedule of Expenditures of Federal and State Awards.

730 13th Avenue Drive SE ♦ Hickory, North Carolina 28602 ♦ Phone 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, North Carolina 28681 ♦ Phone 828-632-9025 ♦ Fax 828-632-9085
Toll Free Both Locations 1-800-948-0585 ♦ Website: www.martinstarnes.com

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal and State awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with compliance requirements, and for preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the requirements of OMB Circular A-133 and the State Single Audit Implementation Act. As part of the audit, if we assist with the preparation of your financial statements, Schedule of Expenditures of Federal and State Awards, and related notes, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal and State Awards and related notes, and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal and State Awards, and the related notes prior to their issuance and have accepted responsibility for them. If applicable, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of interim fieldwork or prior to year-end.

You are responsible for the preparation of the Schedule of Expenditures of Federal and State Awards in conformity with OMB Circular A-133. You agree to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal and State Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal and State Awards that includes our report thereon or make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal and State Awards no later than the date the Schedule of Expenditures of Federal and State Awards is issued with our report thereon. Your responsibilities include acknowledging to use in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal and State Awards in accordance with OMB Circular A-133 and the State Single Audit Implementation Act; (2) that you believe the Schedule of Expenditures of Federal and State Awards, including its form and content, is fairly presented in accordance with OMB Circular A-133 and the State Single Audit Implementation Act; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal and State Awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. If applicable, your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or State award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Northampton County's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Northampton County's major programs. The purpose of these procedures will be to express an opinion on Northampton County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Northampton County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marcie Spivey is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are stated in the Contract to Audit Accounts. Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these

items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report for the year ended December 31, 2011 accompanies our Contract to Audit Accounts.

We appreciate the opportunity to be of service to Northampton County and believe this letter along with our Local Government Commission contract accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Northampton County.

By:

Dorothy E. Vio

Title:

Finance Officer

Date:

April 20, 2015

Roanoke-Chowan Community College:

Dr. Jimmy Tate, President of Roanoke-Chowan Community College, introduced himself to the Board.

Motor Vehicle Refunds:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$1,092.14 on 28 appeals.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the request from Mrs. Cathy Allen to refund 1,092.14. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals
Motor Vehicle Refunds

DT: August 30, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$1,092.14** on twenty-eight (28) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____

SIGNATURE & DATE: _____

7-Sep-16						
AD VALOREM TAX APPEALS						
MOTOR VEHICLE REFUND ADJUSTMENTS						
NAME		ACTION		AMOUNT		REASON
Shawn A. Adams		Refund		\$7.25		Vehicle Sold
Richard C. Bayse		Refund		\$7.41		Vehicle Sold
Larry W. Bedgood		Refund		\$171.96		Over Assessment
Amecia S. Boyce		Refund		\$0.24		Situs Error
David P. Brown		Refund		\$10.45		Vehicle Sold
Harvey F. Coggins, Jr		Refund		\$11.26		Situs Error
Phillip Deloatch		Refund		\$1.71		Vehicle Sold
Vernon E. Dickens		Refund		\$12.35		Situs Error
Mary A. Evans		Refund		\$37.27		Vehicle Sold
Brandon S. Green		Refund		\$84.10		Insurance Lapse
David L. Hesaltine		Refund		\$12.52		Vehicle Sold
Willie High		Refund		\$10.29		Vehicle Sold
Laura D. Hood		Refund		\$10.18		Vehicle Sold
Jerry W. Jordan		Refund		\$18.56		Vehicle Sold
James L. Eldridge		Refund		\$127.60		Vehicle Sold
Eleanor P. Motley		Refund		\$32.48		Vehicle Totalled
NC Boat Brokers INC		Refund		\$252.97		Vehicle Sold
Leonard E. Ogden		Refund		\$4.40		Over Assessment
Shelia B. Person		Refund		\$48.27		Tag Surrender
Laura A. Phillips		Refund		\$13.61		Vehicle Sold
Carroll R. Pope		Refund		\$98.46		Situs Error
April F. Pulliam		Refund		\$4.34		Vehicle Sold
Jerry P. Pulliam		Refund		\$11.78		Vehicle Sold
John B. Sapp		Refund		\$6.10		Vehicle Sold
Edward D. Shafer Jr		Refund		\$9.06		Vehicle Sold
Katie P. Sumner		Refund		\$3.89		Vehicle Sold
Robert M. Surry		Refund		\$48.48		Vehicle Sold
Joshua L. Turner		Refund		\$35.21		Vehicle Sold
TOTAL REFUND AMOUNT				\$1,092.14		
Respectfully submitted,						
CATHY B. ALLEN						
TAX ADMINISTRATOR						
CBA/epj						
CC: Board of Commissioners (7)						
County Manager (1)						
Clerk to Board (6)						

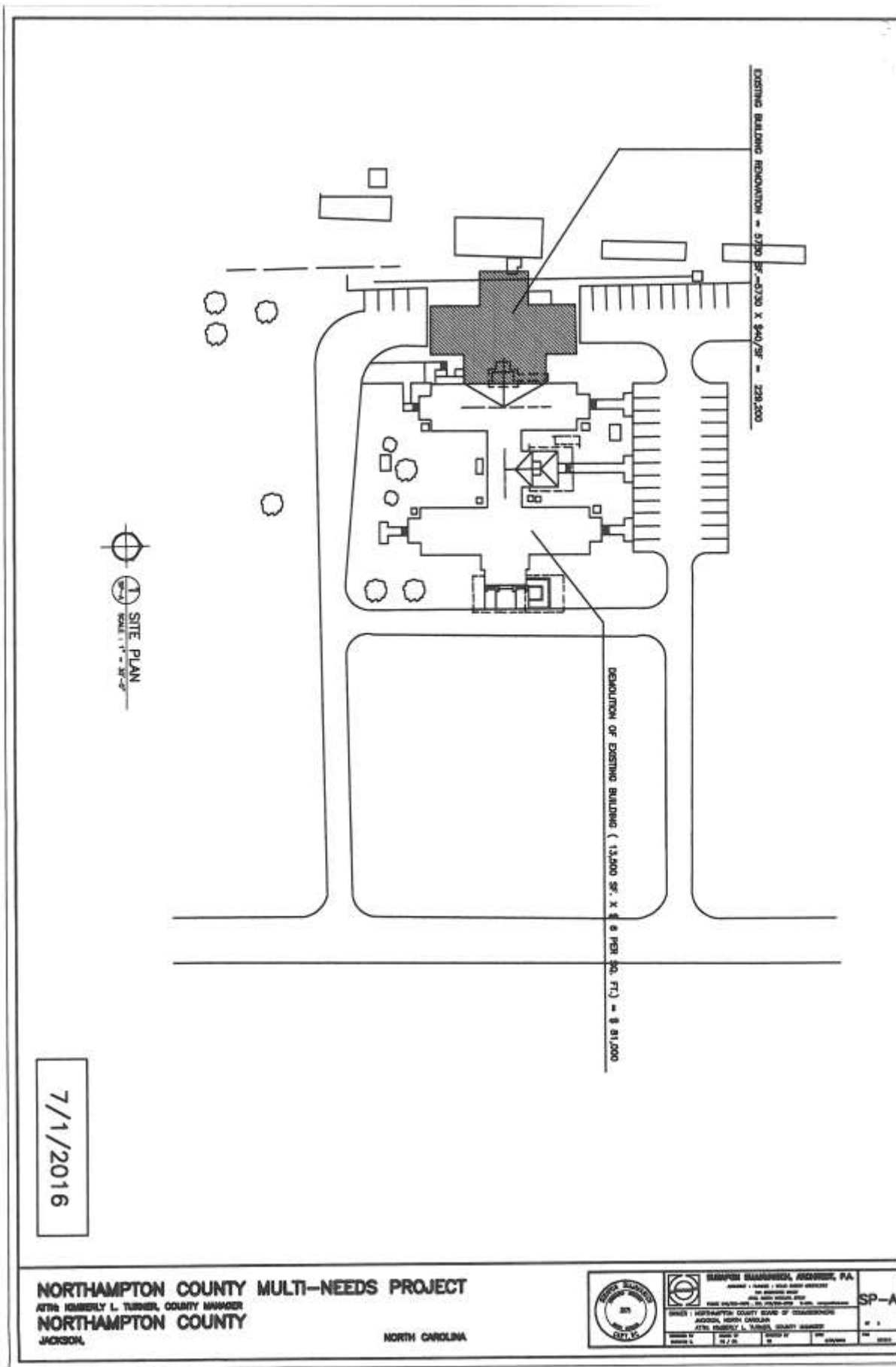
Old DSS Building Renovations Project:

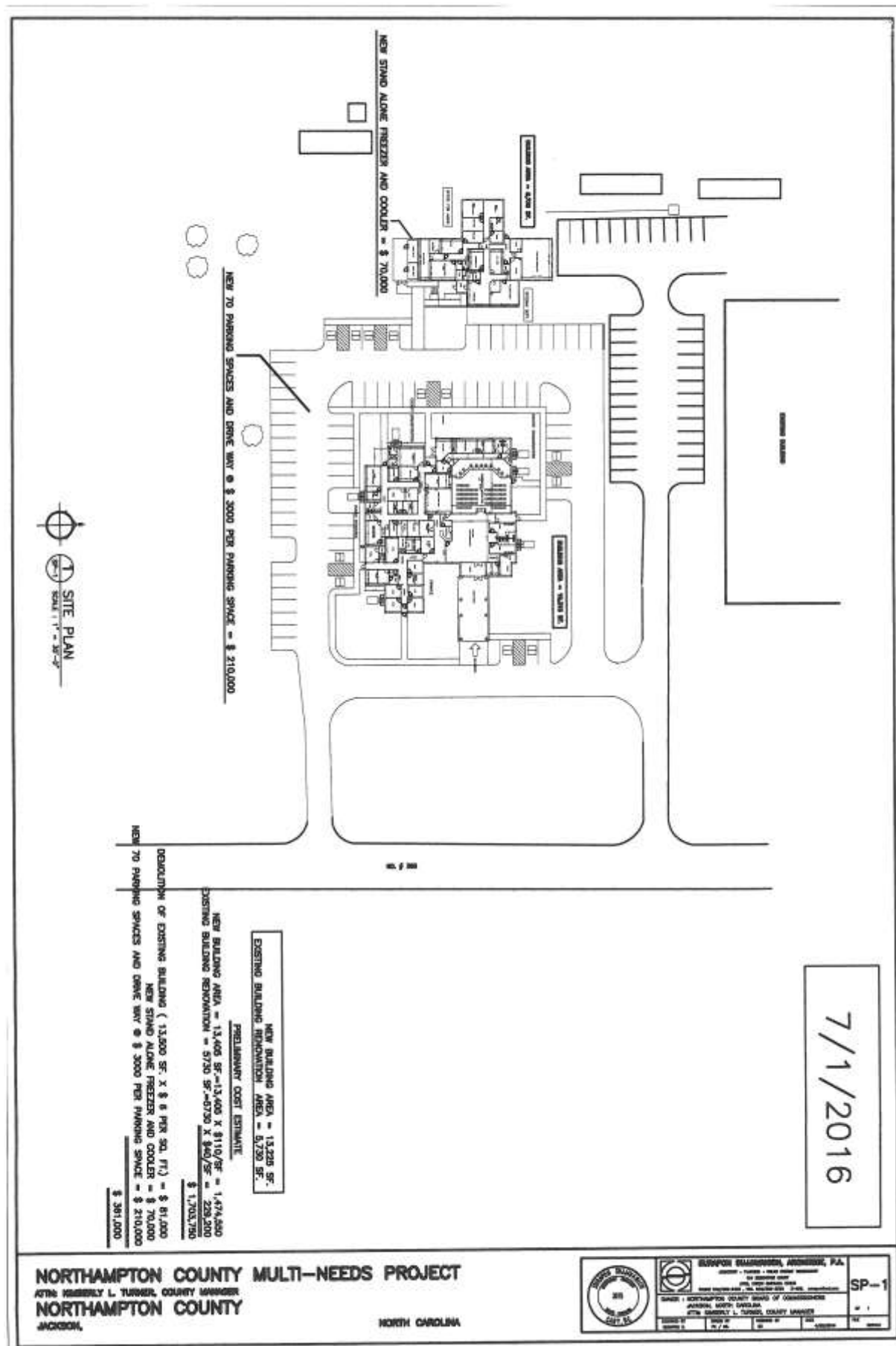
Mr. Surapon Sujjavanich, Architect, gave an overview of the proposed plan for the Old DSS Bldg. Project.

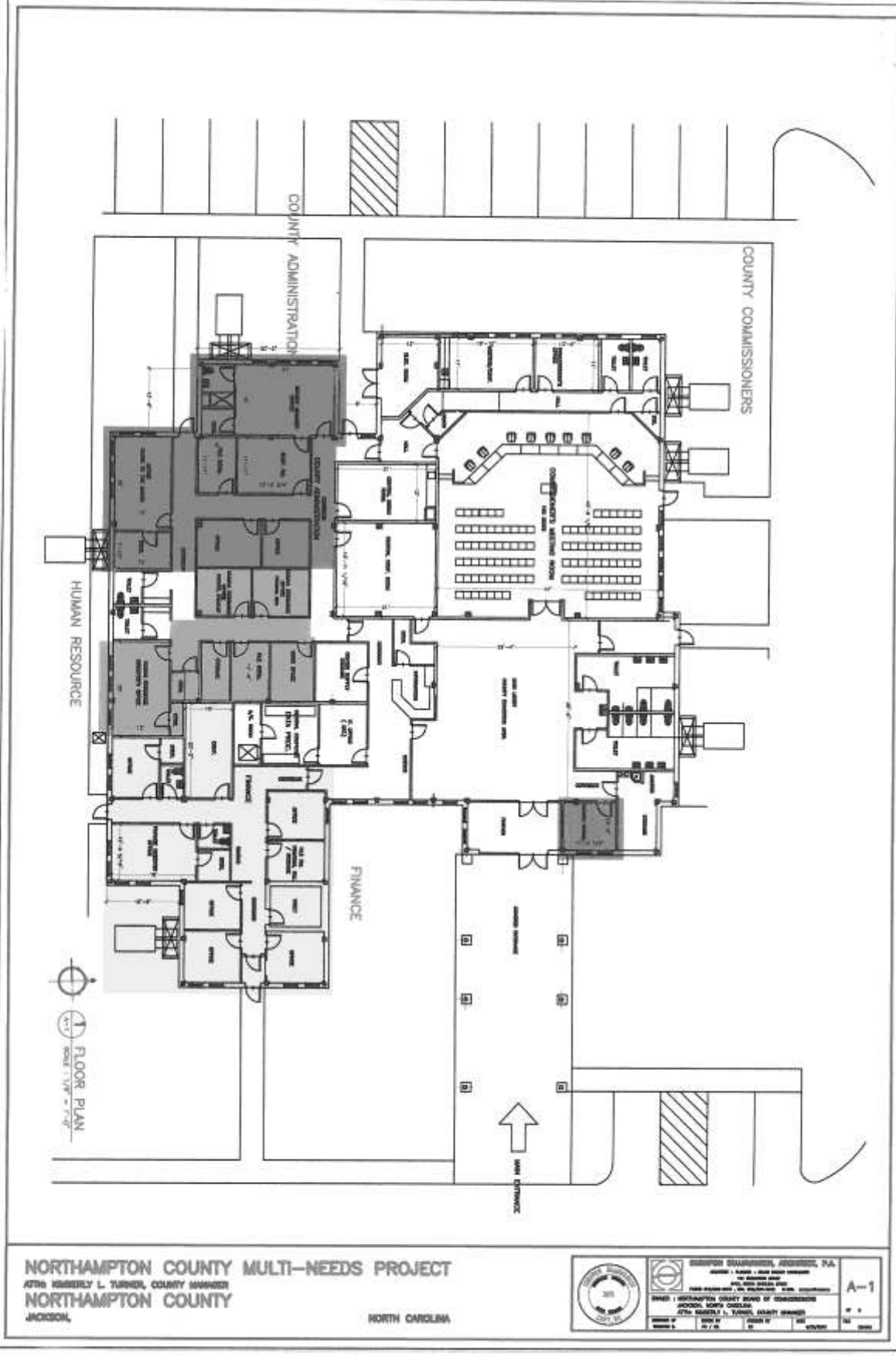
Commissioner Deloatch asked about the cost. County Manager Turner noted that the cost is approximately \$2.1 million.

Commissioner Carter reminded the Board that we need to utilize our buildings and not let them just sit there like some of the schools are currently. Commissioner Carter also stated the County is currently paying rent to house some of the departments and the rent money could be used toward this project.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

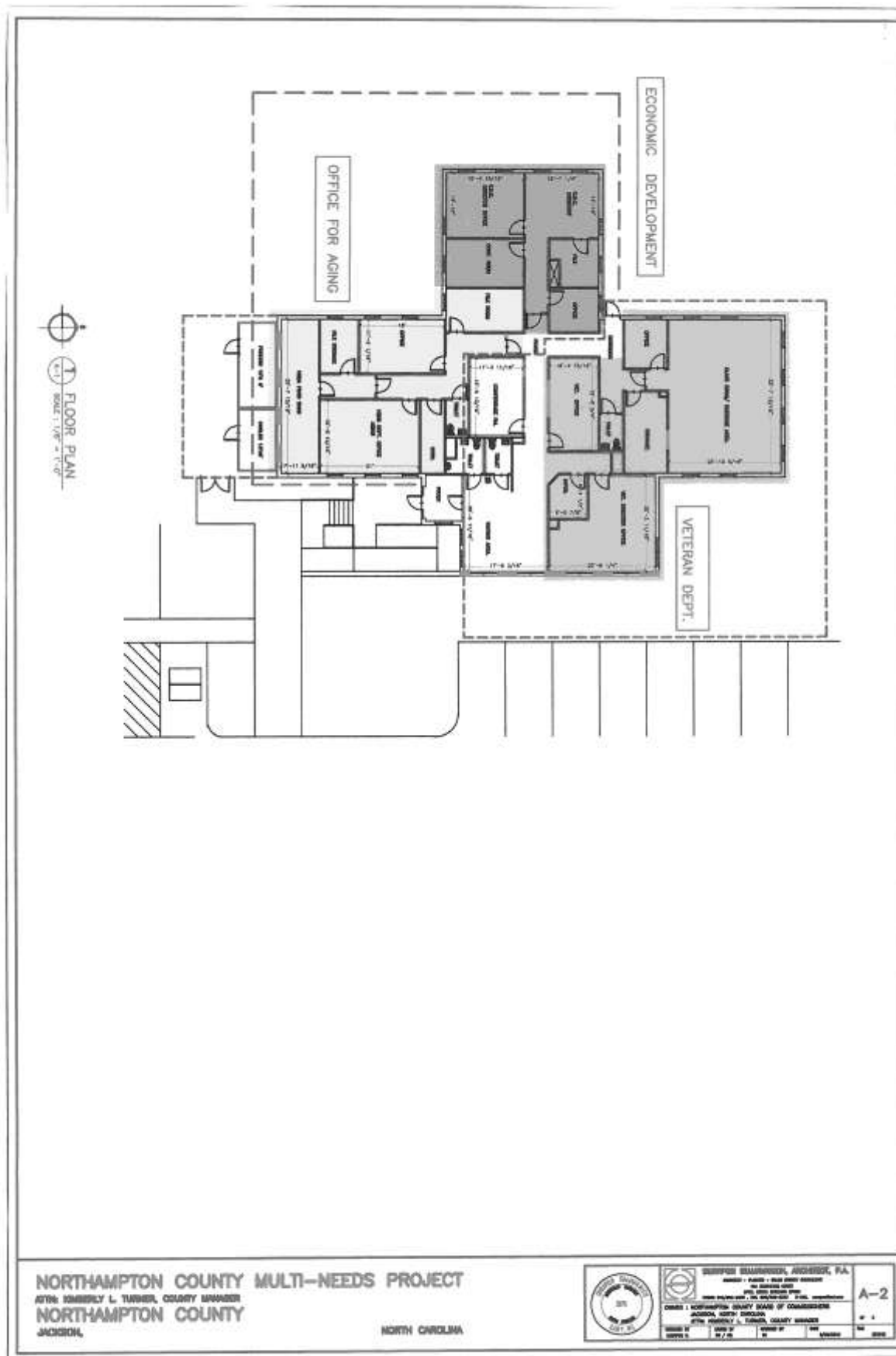






NORTHAMPTON COUNTY MULTI-NEEDS PROJECT
ATTN: KIMBERLY L. TURNER, COUNTY MANAGER
NORTHAMPTON COUNTY
JACKSON, NORTH CAROLINA

	NORTHAMPTON COUNTY, JACKSON, N.C.		A-1
	DESIGNED BY: KIMBERLY L. TURNER, COUNTY MANAGER DATE: 10/1/10		



Request Date and Time for Public Hearing - ROAP:

Mrs. Joslyn Debraux-Reagor, Aging Director, appeared before the Board to request a Public Hearing date and time for the ROAP application.

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of September 19, 2016 at 6:05 pm.

A motion was made by Robert Carter and seconded by Joseph Barrett to set the date and time of September 19, 2016 at 6:05 pm Public Hearing for the ROAP application. **Question Called: All present voting yes. Motion carried.**

Approval of CPTA MOU:

Mrs. Joslyn Debraux-Reagor, Aging Director, appeared before the Board to request the approval of the CPTA Memorandum of Understanding.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the CPTA Memorandum of Understanding. **Question Called: All present voting yes. Motion carried.**

Appointments to HCCBG Board:

Mrs. Joslyn Debraux Reagor, Aging Director, appeared before the Board to approve the request to appoint Mrs. Patricia Dickens to the Home and Care Community Block Grant Financial Advisory Committee.

A motion was made by Chester Deloatch and seconded by Robert Carter to approve the recommendation for Patricia Dickens to the HCCBG Board. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

To: Northampton County Board of Commissioners
From: Office on Aging
Date: September 7, 2016
Reference: Choanoke Public Transportation Authority Memorandum of Understanding
FY 2016-2017

Purpose: To obtain the Board's approval of the Choanoke Public Transportation Authority Memorandum of Understanding.

Facts: The memorandum of Understanding is a form that the CPTA director put in place with the approval of the NCDOT that gives the director the ability to move money as needed from one county to the other if funds are available for the need of continuing services to the county that need funding help.

Discussion: This Memorandum of Understanding is in place to help with continuing services that will be used if needed to serve the transportation to those who need and use the services for doctors' appointments, Nutrition and General transportation.

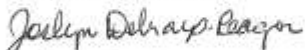
Conclusion:

Approval of this MOU will allow senior adults in Northampton County to continue to receive services if funding is needed after the allocated funds are depleted.

Recommendation:

That the Board of Commissioners approves the Choanoke Public Transportation Memorandum of Understanding.

Respectfully Submitted



Joslyn Debraux-Reagor
Northampton County Office on Aging

Kimberly Turner, County Manager

Concur: Kimberly Turner

Concur with comments: _____

Non-Concur: _____

Leslie Edwards, County Finance Director

Concur: Leslie Edwards

Concur with comments: _____

Non-Concur: _____

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

Concur with comments: _____

Non-Concur: _____

Memorandum of Understanding
Choanoke Public Transportation Authority
Rural General Public Funds

In accordance with the North Carolina Department of Transportation Rural Operating Assistance Program (ROAP) State Management Plan, Choanoke Public Transportation Authority (CPTA) is eligible for an additional flexibility to be able to transfer funds between Counties being a Regional Transit System.

When General Funds are depleted in one of the following counties (Bertie, Halifax, Hertford and Northampton), Choanoke Public Transportation Authority will have the need to transfer funds from one County to another due to the transportation service demands.

County Manager

Date _____

Russie H. Edwards

Date 8-15-14

County Finance

Paula Perry
CPTA Transportation Director

Date 8-9-16

DECISION PAPER

To: Northampton County Board of Commissioners
From: Office on Aging
Date: September 7, 2016
Re: Appointment to the Home and Community Care Block Grant Advisory Committee

Purpose: To obtain the Board's approval of recommendations to the Home and Community Block Grant Financial Committee.

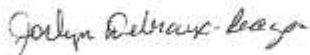
Facts: The Home and Community Care Block Grant Financial Advisory Committee require that there be at least 10 members on the committee who have a concern for the Seniors' of our county.

Discussion: The person I have selected is Patricia Dickens of Conway. Patricia shows interest in what is happening with the seniors in Northampton County and I believe she will be a strong voice in voting and giving financial reasoning to the committee.

Conclusion: Approval of the new Home and Care Community Block Grant Advisory Financial Committee member.

Recommendation: That the Board of Commissioners approve the recommendation for Patricia Dickens to the Home and Care Community Block Grant Financial Advisory Committee.

Respectfully Submitted,



Joslyn Debraux-Reagor

Request for Date and Time Public Hearing for Rezoning

Mr. William Flynn, Zoning Director, appeared before the Board to request a Public Hearing date and time for Rezoning.

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of October 17, 2016 at 6:05 pm.

A motion was made by Robert Carter and seconded by Joseph Barrett to set the date and time of October 17, 2016 at 6:05 pm for a Public Hearing for Rezoning. **Question Called: All present voting yes. Motion carried.**

Request for Date and Time for Public Hearing for Amendment to Zoning Ordinance:

Mr. William Flynn, Zoning Director, appeared before the Board to request a Public Hearing date and time for an Amendment to Northampton County Zoning Ordinance.

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of October 3, 2016 at 10:05 am.

A motion was made by Joseph Barrett and seconded by Chester Deloatch to set the date and time of October 3, 2016 at 10:05 am for a Public Hearing for an Amendment to Northampton County Zoning Ordinance. **Question Called: All present voting yes. Motion carried.**

Appointments to Planning Board:

Mr. William Flynn, Zoning Director, appeared before the Board to request three potential appointments to the Northampton County Planning Board. They are Ms. Margaret Burgwyn representing for District 2, Mrs. Veronica Lofton representing District 3, and Mr. John Foriest representing from EDC.

A motion was made by Chester Deloatch and seconded by Robert Carter to approve the Northampton County Planning Board request for replacements for districts two and three along with a representative from the Economic Development Commission. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS
FROM: WILLIAM FLYNN, NORTHAMPTON COUNTY PLANNING AND ZONING DIRECTOR
DATE: SEPTEMBER 7, 2016
SUBJECT: PLANNING BOARD APPOINTMENTS

PURPOSE:

The purpose of this decision paper is to consider three potential appointments to the Northampton County Planning Board. There are three individuals that are up for consideration. They are:

Representing District 2 – Ms. Margaret Burgwyn

Representing District 3 – Mrs. Veronica Lofton

Representing the Northampton County Economic Development Commission - Mr. John Foriest

CONCLUSION:

The Northampton County Planning Board needs replacements for districts two and three along with a representative from the Economic Development Commission. Ms. Burgwyn, Mrs. Lofton and Mr. Foriest have been nominated and agreed to serve on the planning board in their respective districts.

Introduction of New Employee-Public Works:

Mr. Jason Morris, Public Works Director, introduced Mr. Eric Sawyer, a new employee within the Water and Sewer Department.

Scrap Tire Disposal Contract:

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval of the contract to recycle and dispose of scrap tires collected with the Northampton County Solid Waste Scrap Tire Program with Central Carolina Holding, LLC. Mr. Morris stated the contract is for 5 years at \$1,075 per trailer load and can be canceled with a 30 day written notice.

A motion was made by Robert Carter and seconded by Joseph Barrett to approve the scrap tire recycling contract with Central Carolina Holdings, LLC. **Question Called:** *All present voting yes.* **Motion carried.**

Water Bulk Rate Increase for Warren County:

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval for a water rate increase in accordance to the water purchase contract with Warren County.

Mr. Morris stated the rate increase was from \$3.18 to \$3.24 per 1000 gallons. Mr. Morris also stated that Warren County has not purchased any water in the last 8 months. The contract is for 40 years.

A motion was made by Robert Carter and seconded by Joseph Barrett to grant this increase from \$3.18 to \$3.24 per 1000 gallons. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: September 7, 2016

Reference: Scrap Tire Recycling and Disposal Contract

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a contract to recycle and dispose of scrap tires collected with the Northampton County Solid Waste Scrap Tire Program.

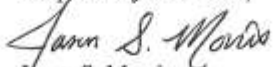
Facts:

1. Northampton County currently has a working contract with Central Carolina Holdings, LLC located in Cameron, NC, to recycle and dispose of scrap tires collected by the County.
2. In accordance with NCGS 143-131, the informal bid process was used and proposals were received by the Public Works Department from qualifying firms for the recycling and disposal of scrap tires collected by Northampton County.
3. The bids received were as follows:
 - a. Central Carolina Holdings, LLC
\$1,075 per Trailer Load
+ Fuel Surcharges
+ Yearly CPI increase not to exceed 1.5% each year per load
 - b. Emanuel Tire, LLC \$1,600 per Trailer Load
 - c. New River Tire Recycling, LLC No Proposal Received
 - d. Northeast Georgia Tire Recycling, Inc. No Proposal Received
4. Upon evaluation of proposed criteria from Central Carolina Holdings, LLC, it was determined that the cost per load would not exceed the bid received from Emanuel Tire, LLC.
5. Northampton County receives Scrap Tire Disbursements from the State of North Carolina to be used for the disposal and recycling of scrap tires. Any overruns in disposal fees are reimbursed by the State of North Carolina through the Cost/Overrun Grant Process for Scrap Tires per NCGS 130A-309.64(b).
6. Term of contract will be for five (5) years and has an option to terminate with or without cause with a 30 day written notice.

Discussion: Fuel surcharges based on the current contract with Central Carolina Holdings, LLC have not exceeded \$150.00 per load within the last two years.


Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the contract for scrap tire recycling and disposal with Central Carolina Holdings, LLC.

Respectfully submitted,


 Jason S. Morris
 Public Works Director

Coordination:

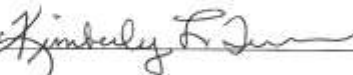
Finance Officer

Concur 

Non-concur _____

Concur with comment _____

County Manager

Concur 

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

NORTHAMPTON COUNTY		CONTRACT/VENDOR	
CONTRACT		Central Carolina Holdings, LLC	
CONTROL SHEET		Address	1616 McKay Town Rd. Cameron, NC 28326
VENDOR # 6567		Contact	Harold Parrish 919-353-5047
		2	Originals 0 Copies
CONTRACT #	Amount \$ <u>Varies per load</u>		
New Contract			
Renewal	<u>Yes</u>	Date originally approved by the Board of Commissioners <u>11/16/09</u>	
Cost or Material Changes	<u>Yes</u>		
Original Contract sent to Contract Administrator		Date: <u>7/12/2016</u>	
Originating Department/Individual: Public Works/Jason Morris		Item or Service: Scrap Tire Recycling/Disposal	
Department Involved: Public Works / Solid Waste		Type of Contract: Services	
Line Item Budgeted: 66-4720-5397-00		Period of Coverage: 5 years	
GRANTS			
Board approval for Application		Approved _____	Set _____ Verified _____
Board approval for Acceptance		Approved _____	Set _____ Verified _____
COUNTY ATTORNEY		Date Received: <u>7/12/2016</u>	Date Approved: <u>7/25/2016</u>
Approved as to Form: <u>YES</u>		Approved as to Legal Sufficiency: <u>YES</u>	
Revisions Necessary? <u>YES</u>		Board Action Necessary? <u>YES</u>	
Date Revisions were made? <u>7/25, By ATTY.</u>		<u>Jason M. Keen</u>	
FINANCE <u>RHE</u>	Date Received: <u>8/23/16</u>	Date Audited <u>8/25/16</u>	
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received <u>8/26/16</u>	Date Approved: <u>8/26/16</u>
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received _____	Date Attested: _____
CONTRACT ADMINISTRATOR			
Attorney _____	Finance _____	Asst Cty Mgr _____	Cty Mgr _____ Clerk _____
Outside Agency Signatures:		Date Sent : _____	Date received: _____
Copies Delivered to Appropriate Departments:		ORIGINATING _____	FINANCE _____
Original to Outside Agency: (Departments to deliver)		Date: _____	
File County Original / Add to Database:		Date: _____	
NOTES:			
<p>_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>_____ copies sent to originating departments with note to forward to vendor</p> <p>PROBLEMS:</p> <p>Corrective Action:</p> <p style="text-align: right;">Date: _____</p> <p style="text-align: right;">Initial: _____</p>			

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 7th day of September, 2016, by and between Northampton County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as "Contractor".

WITNESETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage one trailer at the County landfill and to transport, process, recycle and/or dispose of all scrap tires loaded in said trailer in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7 (b).

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC.

4) Time of Performance

Contractor shall remove each loaded and replace with an empty trailer within forty-eight (48) hours notice by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$1075 per load.

The contract shall provide for annual adjustment for cost of business inflationary increase not to exceed 1.5% effective 1st day of October of each subsequent year this contract is renewed. The Consumer Price Index for Southeastern United States will be used to determine the inflationary increase.

Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis.

We use \$ 1.99 as our price point,

Price	Fuel Surcharge
0- \$ 1.99	0
\$ 2.00 - \$ 2.25	.05 per mile
\$ 2.26- \$ 2.50	.10 per mile
\$ 2.51- \$ 2.75	.15 per mile
\$ 2.76- \$ 3.00	.20 per mile
\$ 3.01 - \$ 3.25	.25 per mile
\$ 3.26- \$ 3.50	.30 per mile
\$ 3.51 - \$ 3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile
\$ 4.01 - \$ 4.25	.45 per mile
\$ 4.26 - \$ 4.50	.50 per mile
\$ 4.51 - \$ 4.75	.55 per mile

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS, LLC.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor

7) Termination

This contract may be terminated according to either of the following provisions:

- a) Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.
- c) The county may terminate this contract with or without cause with 30 days written notice.
- d) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, contractor and County will negotiate satisfactory terms for both parties involved.

8) Force Majeure

a) Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

b) Definition: Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC.

9) Representations

9.1) The Contractor represents warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection,

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, The Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Northampton County, N.C.

13) Miscellaneous

13.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

13.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

13.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

13.4) This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.

13.5) This Contract shall be governed by the laws of the State of North Carolina.

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.

13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail, return receipt requested

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

to the principal at the address designated below. All notices shall be effective upon receipt..

Contractor

Central Carolina Holdings LLC.
 Attn. Tim McNeill
 1616 McKoy Town Rd.
 Cameron, N.C. 28326
 (919) 499-2301

County

Northampton County
 P.O. Box 808
 Jackson, N.C. 27845

13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.

13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

COUNTY OF NORTHAMPTON

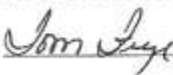
BY: _____

ATTEST

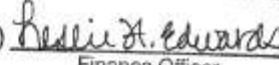
CENTRAL CAROLINA HOLDINGS LLC.

ATTEST



BY:  _____

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) 
 Finance Officer

Jun 27, 2016 3:53PM EMANUEL TIRE COMPANY

No. 8285 P. 2



(410)947-0860
(410)947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21218

FAX (410) 847-3708

Northampton County
Public Works
"Recycling Contract Proposal"
June 27, 2016

Emanuel Tire Family of Companies, under the leadership of Norman Emanuel, has been in the scrap tire business for 58 years. We have received national recognition for our efforts to establish standards in the scrap tire industry and for deriving new uses for shredded tires. Emanuel Tire was a founding member for the National Association of Scrap Tire Processors (NASTP) now the Tire and Rubber Division of the Institute of Scrap Recycling Industries (ISRI). Emanuel Tire sits on the board of Directors of ISRI and is intimate with the development of state and national scrap tire programs.

Emanuel Tire is pleased to make the following bid for recycling of scrap tires. Emanuel Tire will supply trailers to the county for loading at \$1600 per trailer for passenger, light truck and tractor trailer and farm tractor tires. Off the Road Tires are charged on a per tire bases. There are no additional associated charges. Trailers will be weighted and tonnages reported to the County.

There are many existing and promising markets for tire derived products. Existing end use markets include: Tire Chips shred to customer specification. These chips are use in civil engineering projects that range from landfill drainage layers and landfill closure caps to light weight aggregate for highway bridge construction. Safe-T-Play and Safe-T-Footing 100% wire free playground and horse arena material. Recycled Reclaim Industry Material (RRIM), tire chips used by industry processors who fine grind our material then mold them for cattle mats, athletic surfacing and flooring tiles. Tire Derived Fuel (TDF) a process of using shredded tires as a fuel source. Many kilns and energy plants throughout the east coast use this product. Septic System Material (SSM) used in the drainage fields of commercial and residential septic systems. Sound Wall Material, rubber chips used in combination with concrete to make highway noise reduction walls. Forever Mulch, a colorized chip used in landscaping and architectural enhancement applications. All of the tires we shred are used in one of the markets mentioned above; Emanuel Tire does not landfill any of our shredded products.

Emanuel Tire typically receives scrap tires from three sources. One - Tires delivered to our plant by individuals or companies. Once the tires are delivered, our plant personnel unload the tires from the customer's vehicle. The customer's do not handle the tires after they arrive at our plant. Two - Trailers spotted at locations where customers have large volume of tires necessary for disposal. When spotting of trailers is not practical we service our customers with pick-up service. This service can range from daily to monthly pick-ups. Three - The clean up of private or government owned stockpiles.

The majority of our tires come from the second source explained above, trailers placed at customer locations. Initially we spot an empty van style trailer at the customer's site. It is the customer's responsibility to load the trailer with tires.

Jun. 27. 2016 3:54PM EMANUEL TIRE COMPANY

No. 8285 P. 3

Upon filling the trailer, the customer notifies us by telephone that his trailer is full. At that time, we schedule an empty trailer to be delivered and the full trailer to be picked up and brought back to our plant.

The trailer, scheduled for unloading, is backed up and positioned next to an unloading platform. The tires are unloaded manually with individual inspection of each tire. The tires are graded and processed immediately upon unloading. They are either diverted for use as re-usable tires or placed on an adjacent conveyor for shredding. The tires that are being shredded continue on the conveyor system until they reach the stage in the shredding process that meets the customer specification for the shredded product.

Emanuel Tire Family of Companies processes over 17 million tires per year. This volume of passenger and truck tires enables us to provide some of the best quality used tires on the market. Every tire processed at our plants is inspected and graded for the proper market. In addition to selling used tires and casings domestically, Emanuel Tire has a strong international market. We have exported used tires to South America, Europe, the Jamaican Islands, and Africa just to name a few geographic regions where we have done business. Emanuel Tire Retail of Maryland, LLC sells tires to the retail market from its facility located in Baltimore, MD.

We specialize in providing the following used tires:

Wholesale

- Passenger
- Light Truck
- Truck



Retail - Emanuel Tire Retail of Maryland, LLC.

Visit our retail used tire warehouse in Baltimore, Maryland.

Emanuel Tire is committed to the environmentally safe use of tire products. We are licensed and recognized by the Maryland Department of the Environment, Pennsylvania Department of Environment and the Virginia Department of Environmental Quality as a Scrap Tire Hauler, Scrap Tire Collection Facility and a Scrap Tire Recycler.

Emanuel Tire employs an OSHA approved Environmental, Health and Safety program at all of our facilities.

Please visit our web site www.emanualtire.com.

We appreciate your interest in our company. If you have any additional questions please contact us.

Thank You,

Norman Emanuel
Owner

Emanuel Tire owns over \$22,000,000 in processing equipment. This equipment allows us to shed tires to customer specifications. Partial list of equipment:

- Extec Shredder - Primary shredder
- ERS Shredder- Primary shredders
- Barkley Shredders- Primary shredders
- CM shredders -Secondary shredders and chippers
- Mitts and Merrill - Secondary shredders
- Ameri-shred - Secondary shredder
- Scan Rasps - Tertiary grinding/processing
- Kahl Granulator - tertiary grinding/processing
- Rim crushers - used to derim wheels from tires
- Portable screen plants
- Magnetic separation
- Caterpillar, Volvo, and Michelin Front End Loaders - Material handling
- Bob-cats - Material handling
- Fork-lifts - Material handling
- Dump Trucks - Material handling are used to move product within our facility.

Emanuel Tire owns over thirty five shredders and is continually acquiring equipment insuring our leadership role in the industry.

Emanuel Tire currently owns over 900 trailers. All of these trailers are located throughout the east coast. Types include box van, open top van, walking floor, conveyor floor, and dump trailers.

Emanuel Tire currently owns or long term lease 10 tractors and 30 straight trucks in the effort to provide quality customer service.



(410)947-0660
(410)947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21216

FAX (410) 947-3708

Emanuel Tire - Tire Management and Abatement Projects:

Round Glade Landfill Closure - provided 20,800 tons of rubber chips for cap closure.
BFI Solley Road Landfill Closure - provided 37,000 tons of rubber chips for cap closure.
BFI-Rhode Island Clean-up Project - recycled 3,000 tons of tires, shred to rubber chips for landfill cell construction drainage material.
Nashua City Landfill Clean-up - disposed of 2,000 tons of tires, shred to rubber chips for alternate site cap closure.
Lynchburg Clean-up - 1,200 tons of tires, shred to rubber chips for standard markets. (i.e. TDF, crumb rubber, tire chips)
Amelia County & Southhill Clean-up - Over 750 tons of tires, shred to rubber chips for civil engineering markets.
Garrett County Landfill - provided 20,000 tons of rubber chips for cell construction.
Atlantic Waste, Waverly, VA - Provided 52,000 tons of rubber chips for landfill cell construction.
Waste Management, Charles City, VA - Provided 32,000 tons of rubber chips for daily cover and landfill trenching material
Cumberland County, PA., Lebanon County, PA, etc. - Tire clean-up days approximately 500 tons.

List of References

Maryland Department of the Environment - Tarik Massod - 410-537-3314
Virginia Department of the Environment - Steve Coe 804-698-4029
Waste Management/Waverly VA - Mike Thomas 804-834-8300
Fairfax County Landfill - Susie Davidson -703-324-5230
Montgomery County, MD - Mr. Edwin Koontz -301-840-8142
CIC Insurance - John Doetzer - 410-356-9500
MA Associates - Mike Sorcher - 913-663-0100
North Hampton Energy - Henry Zielinski - 570-760-6717



(410) 947-0860
(410) 947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21216

FAX (410) 947-3708

A. Technical Capability

1. Experience

-Mr. Emanuel began shredding tires in 1978. He is a pioneer in the field of tire shredding. Mr. Emanuel has a U.S. patent for blade configuration in shredders.

-Emanuel Tire processes over 7,000,000 tires per year out of our Baltimore plant.

-Emanuel Tire has a second plant located in Appomattox Virginia.

-Emanuel Tire of Virginia began operating a satellite facility in Waverly, Va. in the winter of 2000.

-Emanuel Tire of Virginia began operating its third processing facility in March 2002. This processing plant will be located in Fairfax, Va.

-Emanuel Tire of Virginia processes over 4,000,000 tires per year out of our Virginia plants.

-Emanuel Tire of Pennsylvania became our fourth facility in the fall of 2000. The plant processes over 7,000,000 tires per year into TDF, RRIM, and civil engineering products.

-Emanuel Tire of Hollins Ferry opened operation in Halethorpe, MD in 2006. The facility provides crumb rubber feedstock, playground and landscaping material to various markets.

-Emanuel Tire has operated off site facilities in New Hampshire, Rhode Island and Virginia. These clean-ups reduced New Hampshire, Rhode Island and other state stockpiles by more than 2,000,000 tires. Some of this material was used by BFI in a New Hampshire landfill cap.

-Emanuel Tire of Virginia provides shredded tire chips to Waste Management for landfill cell drainage layer material and daily cover.

-Emanuel Tire is contracted to provide a combined 55,000 tons of TDF to various energy plants located throughout the east coast.

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: September 7, 2016

Reference: Water Bulk Rate Increase for Warren County

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a water rate increase in accordance to water purchase contract with Warren County.

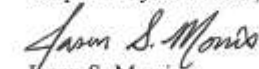
Facts:

1. In accordance with water purchase contract dated June 30, 2003 the bulk rate is to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.
2. The current rate for Warren County is \$3.18 per 1000 gallons.
3. Northampton County experienced another increase from Roanoke Rapids Sanitary District which became effective July 1, 2016
4. Current rate for Warren County in accordance with aforementioned contract should be set at \$3.24 per 1000 gallons of water purchased.

Discussion: An increase for the 2016/2017 fiscal year from the Roanoke Rapids Sanitary District justifies the proposed increase to Warren County. The bulk rate to be effective for water usage after July 1, 2016 is proposed to be set at \$3.24 per 1000 gallons of water purchased per water purchase contract with Warren County.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the bulk rate for Warren County to be set at \$3.24 per 1000 gallons purchased to become effective immediately.

Respectfully submitted,


Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Leslie H. Edwards

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly B. Deane 7/14/16

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

Form RD 442-30
(Rev. 10-96)

Position 5
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 30th day of June, ~~2003~~ between the County of Northampton,
P. O. Box 68, Jackson, NC 27845
(Address)
hereinafter referred to as the "Seller" and the County of Warren,
(Address)
hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of General Statutes of the Code of North Carolina, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by motion No. _____ enacted on the 30th day of June, ~~2003~~ by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairperson, and attested by the Secretary, was duly authorized, and

Whereas, by action of the Warren County Board of Commissioners of the Purchaser, enacted on the 4th day of November, ~~2003~~ the purchase of water from the Seller in accordance with the terms set forth in the said contract was approved, and the execution of this contract by the chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Department of Environment and Natural Resources (DENR)

in such quantity as may be required by the Purchaser not to exceed 3,420,000 gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 2002, 1400 Independence Avenue, S.W., Washington, D.C. 20250-2002. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

RD 442-30 (Rev. 10-96)

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at

50 PSI from an existing 8" inch main supply at a point located

SR 1214 River Road at Warren County Line

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

* See B.2

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

or about the 15th day of each month An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$ N/A for the first gallons, which amount shall also be the minimum rate per month.
- b. \$ N/A cents per 1000 gallons for water in excess of gallons but less than gallons.
- c. \$ 2.74 cents per 1000 gallons for water ~~in excess of 1000000 gallons~~ Bulk rate effective 7-1-03.* Bulk rate to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser,

the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment

and * Purchaser agrees in lieu of connection fee, purchaser will furnish and install metering equipment, including a meter house or pit and required devices of standard type for properly measured quantity of water delivered to purchaser, when purchaser makes connection to seller's system.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 * years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That thirty days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction,

irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 200.00 which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, ~~the supply of water to the Purchaser's consumers shall be reduced or discontinued in the same ratio or proportion as the supply to the Seller's consumers is reduced or discontinued~~ ** See below

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every one year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

* IT is agreed upon by the Seller that if and/or when the Purchaser can provide water for its customers at a more economical cost, the Purchaser shall:

1. No longer be bound by this contract with no penalty or cost from the Seller; and/or
2. Retain the right to renegotiate the Water Purchase Contract

It is further agreed that the Purchaser will provide a written notice of cancellation to the Seller to coincide with the annual renewal contract negotiations between the Seller and the Roanoke Rapids Sanitary District.

** The Seller shall have the option to discontinue delivery of the water required by this contract until such time as seller is able to renew delivery called for herein.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in _____ counterparts, each of which shall constitute an original.

Seller:

By Virginia D. Spruill, Chairman

Title Northampton County Board of Commissioners

Attest:

Kay B. Hylke
Secretary

Purchaser:

By Ulysses S. Ross, Chairman
Title Warren County Board of Commissioners

Attest:

A. Kearney
Secretary

This contract is approved on behalf of Rural Development this 16th day of March, 2004.

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

By

ROGER B. DAVIS
Title Community Programs Director

Susan W. Brown 12/11/03
Susan W. Brown
Finance Officer

Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to request a date and time for a Public Hearing for the Hazard Mitigation Plan.

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of September 19, 2016 at 6:15 pm.

A motion was made by Joseph Barrett and seconded by Chester Deloatch to set the date and time of September 19, 2016 at 6:15 pm for a Public Hearing for the Hazard Mitigation Plan.

Question Called: All present voting yes. Motion carried.

Ms. Kimberly Turner, County Manager, congratulated Chairwoman Fannie Greene on completion of Mentor Level in the Local Elected Leaders Academy, the highest level of recognition from the NC Association of County Commissioners.

Addressing & Road Naming Ordinance:

Vice Chairman Barrett stated that he received a complaint from a Northampton County resident regarding the Addressing & Road Naming Ordinance wherein a citizen placed a personal sign a their driveway and was asked to remove it by Mr. Jason Morris. Vice-Chairman asked the Board for discussion on this matter because he felt like we were infringing on personal rights.

Mr. Jason Morris, Public Works Director, is the enforcement officer of the Ordinance and he stated that he received a complaint about a sign on Ashley's Grove Road. He went to the property where the sign was located and there was a violation and served them a letter. While leaving he also noticed another violation and served them as well.

Attorney Scott McKellar stated that he reviewed the Ordinance and it is a little broad and may need to be reworded.

Chairwoman Greene suggested that the County Manager and County Attorney research this further and bring back to next meeting.

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard.

Chairwoman Greene called for Board Comments.

None were heard.

A motion was made by Chester Deloatch and seconded by Robert Carter to recess regular session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Joseph Barrett and seconded by Robert Carter to enter in closed session for the purpose of G.S. 143-318.11 (a) (6) for Personnel. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene called for a 5 minute break.

Closed Session G.S. 143-318.11(a)(6):

A motion was made by Robert Carter and seconded by Chester Deloatch to adjourn closed session. **Question Called:** *All present voting yes.* **Motion carried.**

A motion was made by Joseph Barrett and seconded by Robert Carter to reconvene regular session. **Question Called:** *All present voting yes.* **Motion carried.**

A motion was made by Robert Carter and seconded by Joseph Barrett to adjourn. **Question Called:** *All present voting yes.* **Motion carried.**

Komita Hendricks, Recording Secretary
“r.m. 09-07-16”

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 2

Agenda Time: 6:00 pm

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for September 7, 2016 (omitted)

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 3

Agenda Time: 6:00pm

Presenter and/or Subject Matter:

Approval of Agenda for September 19, 2016

Komita Hendricks

3 Approval of Agenda for September 19, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Monday, September 19, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	5:50	Agenda Work Session
1	6:00	Approval of Regular Meeting Minutes for September 7, 2016
2		Approval of Closed Session Minutes for September 7, 2016
3		Approval of Agenda for September 19, 2016
4	6:05	Public Hearing- ROAP Mrs. Joslyn Debraux-Reagor, Aging Director
5	6:15	Ms. Leslie Edwards, Finance Director 1) Introduction of New Employee 2) Budget Amendments
6	6:25	Mrs. Cathy Allen, Tax Administrator 1) Approval of 2015 Tax Collection Settlement (Unaudited) 2) Approval of 2016 Tax Scroll 3) Adoption of 2016 Tax Collection Order 4) Ad Valorem Tax Appeals
7	6:40	Mr. Jason Morris, Public Works Director Deed of Easement to Dominion
8	6:45	Mr. Andy Smith, Health Department Director 1) Health Department Rates 2) Approval of Contract with Valley Rehab Services, Inc 3) Approval of Cure MD Contract
9	6:55	Ms. Kimberly Turner, County Manager 1) Request for Public Hearing for Hazard Mitigation Plan 2) Management Matters
10	7:00	Citizens/Board Comments
	7:30	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 4

Agenda Time: 6:05pm

Presenter and/or Subject Matter:

Public Hearing-ROAP

Mrs. Joslyn Debraux-Reagor, Aging Director

Komita Hendricks

*Public Hearing-ROAP***DECISION PAPER**

TO: The Northampton County Board of Commissioners
FROM: Office on Aging
DATE: September 7, 2016
REFERENCE: Rural Operating Assistance Program Application

PURPOSE:

To obtain the Board's approval of the Northampton County Rural Operating Assistance Program (ROAP) Grant Application FY 2016-2017.

FACTS:

1. The Rural Operating Assistance Program (ROAP) consolidates the Elderly and Disabled Transportation Assistance Program, Rural General Public Transportation Program and Work Transitional-Employment Program into one application
2. Northampton County has been allocated \$58,961.00 for Elderly and Disabled Transportation Program, \$7,323.00 for the Employment program and \$57,606.00 for Rural General Public Transportation through the North Carolina Department of Transportation. This years' amount is \$12,737.00 more than last year.
3. No local match is required for Northampton County.
4. Choanoke Public Transportation Authority (CPTA) has applied for the Rural General Public funds and Aging has applied for the work first transitional-Employment funding.
5. It is the responsibility of the Northampton County Office on Aging Financial Advisory Board to recommend allocations and Service Providers for the elderly and Disabled Transportation funding. (Attachment 1).

Discussion:

The Elderly and Disabled Transportation Assistance Program provide transportation to seniors and disabled residents. The Employment program provides operating assistance for general public employment transportation needs. The Rural General Public Program provides

transportation services to individuals who are not human services agency clients. The Office on Aging Financial Advisory Board has prioritized transportation needs as medical, multipurpose, nutrition, education, employment and social, recreational for the elderly and Disabled Transportation Assistance Program.

Conclusion:

Approval of the Rural Operating Assistance Program (ROAP) applicants and recommended allocations will allow Northampton County to submit the grant application and thereby, continuing transportation services.

Recommendation:

That the Board of County Commissioners approve the Rural Operating Assistance Program Application and recommended allocations as identified in Attachment 1.

Respectively submitted,

Joslyn Debraux-Reagor, Director

Coordination:

Kimberly Turner, County Manager

Concur: Kimberly H. Turner

Concur with comments: _____

Non-Concur: _____

Leslie Edwards, County Finance Director

Concur: Leslie H. Edwards

Concur with comments: _____

Non-Concur: _____

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

Concur with comments: _____

Non-Concur: _____

Attachment 1
ROAP FY 2016-2017

Elderly and Disabled Transportation Assistance Program

Provider	Funding
J. W. Faison Senior Center	\$33,961.00
Roanoke Valley Adult Day	<u>25,000.00</u>
	\$58,961.00

Employment transportation program

Provider	Funding
Aging	\$ 7,323.00

Rural General Public Transportation Program

Provider	Funding
CPTA	\$57,606.00
Total Allocated amount.....	\$ 123,890.00

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 5

Agenda Time: 6:15 pm

Presenter and/or Subject Matter:

Ms. Leslie Edwards, Finance Director
1) Introduction of New Employee
2) Budget Amendments

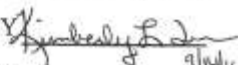
Komita Hendricks

BOARD APPROVED

BUDGET AMENDMENT

DATE 08/24/16JE-NO 2

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>Human Resources - Wellness Grant</u>		
113990	499000			Fund Balance Appropriated	3,767	00
114123	529000	183	00	Other Supplies		
114123	523000	1,354	00	Meeting Expense		
114123	534100	390	00	Printing		
114123	536000	157	00	Freight		
114123	539300	1,683	00	Other Services - Wellness Program		
				Bring forward grant funds from prior year		
		3,767	00		3,767	00

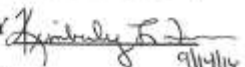
PREPARED BY Mary BradleyPOSTED BY Mary BradleyAPPROVED BY DATE 08/24/1608/24/16

BOARD APPROVED _____

BUDGET AMENDMENT

DATE 07/01/16JE-NO 3

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>911 Radio Fund</u>		
113990	499000			Fund Balance Appropriated	264,300	00
114326	532100	800	00	Telephone		
114326	533100	1,500	00	Utilities - Electricity		
114326	535200	37,000	00	Maintenance Contract		
114326	555000	25,000	00	Equipment \$300 to \$4,995		
114326	582200	200,000	00	Reserve for 911 Radio Fund		
				Move funds forward from previous year balance		
		264,300	00		264,300	00

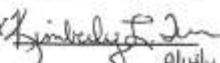
PREPARED BY Mary BradleyPOSTED BY Mary BradleyAPPROVED BY DATE 08/25/1608/25/16

BOARD APPROVED _____

BUDGET AMENDMENT

DATE 08/30/16JE-NO 4

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>Sheriff</u>		
113990	499000			Fund Balance Appropriated	3,400	00
114310	529005	3,400	00	K-9 Supplies		
				Move funds forward from previous year balance		
		3,400	00		3,400	00

PREPARED BY Mary BradleyPOSTED BY Mary BradleyAPPROVED BY DATE 08/30/1608/30/16

BOARD APPROVED _____

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 6

Agenda Time: 6:25pm

Presenter and/or Subject Matter:

Mrs. Cathy Allen, Tax Administrator
1) Approval of 2015 Tax Collection Settlement (Unaudited)
2) Approval of 2016 Tax Scroll
3) Adoption of 2016 Tax Collection Order
4) Ad Valorem Tax Appeals

Komita Hendricks

1) Approval of 2015 Tax Collection Settlement (Unaudited)

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS/ ER

FROM: Tax Administrator

RE: Tax Collections 2015 Settlement (Unaudited)

DT: July 13, 2016

THIS IS A DECISION PAPER

PURPOSE: To obtain Board approval of the 2015 Settlement

FACTS: Included herein are Schedules 2, 3, 4, 5, 6, 7, and 8 which represent the various charges (taxes, fees and after-charges billed on tax bills) and credits, receipted deposits, releases, refunds, or write-offs for approval by the Board of Commissioners.

DISCUSSION: G.S. 105-373 (a) provides that a preliminary (sworn) report from the Tax Collector be provided to the governing body of the tax unit. That such report will contain analysis of current year taxes and delinquent tax status. That such report be presented after July 1 of the closing current collection year, but before the new charge is placed in the hands of the tax collector.

G. S. 105-373 (e) provides that approval by the governing body does not relieve the tax collector or his bondsman of liability for any shortage actually existing at the time of the settlement and thereafter discovered or of any criminal liability.

CONCLUSION: In the Third Edition of "PROPERTY TAX COLLECTION IN NORTH CAROLINA" by William F. Campbell, Mr. Campbell provides that it is the intent of the Machinery Act to create a direct relationship of responsibility and accountability between the tax collector and the governing body of his unit. The governing body must decide whether to accept his settlement report and accounting.

RECOMMENDATION: That the Board accept and approve this unaudited report which I hereby certify to be true and accurate to the best of my knowledge and belief as of June 30, 2016.

SCHEDULE OF AD VALOREM TAXES RECEIVABLE 2015-2016				
SCHEDULE 2				
	UNCOLLECTED BAL		COLLECTIONS	UNCOLLECTED
YEAR	2015	ADDITIONS	AND CREDITS	BAL 2015
2015		\$16,406,978.61	-\$15,812,713.13	\$794,265.48
2014	\$872,157.35		-\$331,310.89	\$540,846.46
2013	\$553,077.92		-\$162,048.39	\$391,029.53
2012	\$345,488.54		-\$72,367.54	\$273,121.00
2011	\$240,221.15		-\$42,598.83	\$197,622.32
2010	\$161,286.68		-\$22,297.88	\$138,988.80
2009	\$103,645.47		-\$10,687.48	\$92,957.99
2008	\$78,220.07		-\$7,534.73	\$70,685.34
2007	\$53,740.70		-\$5,126.52	\$48,614.18
2006	\$42,047.37		-\$3,040.72	\$39,006.65
2005	\$38,319.83		-\$1,702.13	\$36,617.70
	\$2,488,205.08	\$16,406,978.61	-\$16,271,428.24	\$2,623,755.45
		UNFORCEABLE COLLECTIONS		
2004	\$33,428.88		-\$1,554.02	\$31,874.86
2003	\$32,134.70		-\$741.26	\$31,393.44
2002	\$32,039.76		-\$878.62	\$31,161.14
		TOTAL	-\$16,274,602.14	\$2,718,184.89
PLUS: Uncollected taxes on 2015-2016 motor vehicles				\$0.00
Less: Allowance for uncollectible accounts - General Fund				
RECONCILEMENT WITH REVENUES:				
Taxes Collected				16,228,299
Penalties				25,700
Discoveries, abatements, and adjustments (net)				224,114
Ad- Valorem write-off				-
Less Interest				(183,592)
Less Penalties Collected				(19,920)
TOTAL				16,274,602
		TOTAL COLLECTIONS		
SCHEDULE 3 ANALYSIS OF CURRENT YEAR TAX COLLECTION				
	PROPERTY VALUATION		RATE PER \$100	AMOUNT
County Wide Orig. Levy	1,957,676,555		0.92	15,230,884
Late Listing Penalty				11,247
Public Utilities	112,132,104			1,031,855
Discovery	7,558,466			93,422
Discovery Penalty				11,429
Rollback	2,905,651			26,665
Motor Vehicles	182,256			1,677
Less Def. Value	-269,640,659			
Less OA & DA Exempt	-32,505,450			
Total for Year	1,778,308,923			16,406,978
COLLECTIONS AND CREDITS				
Rebates and Releases			81,625	
Collections			-15,694,338	-15,612,713
UNCOLLECTED AS OF				
06/30/16				
PERCENT CURRENT YEAR TAX COLLECTED				95.18
VEHICLES COLLECTED BY DMV				\$1,666,241.95

		Motor Vehicles	Ad-Valorem	Total
Total Levy		1,677	16,406,960	16,408,637
Less Uncollected				
06/30/16		-1,674	-15,612,697	-15,614,371
Current Year				
Collected		3	794,263	794,266
PERCENT CURRENT				
YEAR COLLECTED	2015	99.83	95.16	95.18
%PRIOR YR COLL	2014	92.57	95.13	95.12
SCHEDULE 4	ANALYSIS OF CURRENT TAX LEVY (MOTOR VEHICLES) 2015			
	PROPERTY VALUATION		RATE PER \$100	LEVY AMOUNT
Motor Vehicle Levy	182,256		0.92	1,677
COLLECTIONS AND CREDITS				
Rebates and Releases				6
Collections				-1,681
				-1,675
UNCOLLECTED AS OF				
06/30/16				3
Percent Collected				99.83
COLLECTED BY DMV				\$1,391,548.86
SCHEDULE 5	ANALYSIS OF SOLID WASTE FEES			
		2014	2015	
Prev Yr Levy		0	0	
Current Yr Levy		2,156,079	2,143,230	
Current Yr Discovery				
Total		2,156,079	2,143,230	
Rebates & Releases		-7,819	-5,915	
Collections		-1,876,044	-1,873,100	
Total		-1,883,863	-1,879,014	
UNCOLLECTED AS OF		272,216	264,215	
06/30/16				
% COLLECTED		87.37	87.67	
SCHEDULE 6	ANALYSIS OF ROANOKE WILDWOOD FIRE DISTRICTS F60/F61			
		2014	2015	
Prev Yr Levy		0	0	
F60 Cur Levy		139,492	141,774	
F60 Additions				
Total		139,492	141,774	
Rebates & Releases		-169	-77	
Collections		-136,188	-138,512	
Total		-136,357	-138,589	
UNCOLLECTED AS OF				
06/30/15		3,135	3,185	
% COLLECTED		97.75	97.75	
COLLECTED BY DMV		3367.48	\$5,310.06	

Prev Yr Levy			0	0
F81 Cur Levy			36,884	32,947
F81 Additions				
Total			36,884	32,947
Rebates & Releases			-6.98	-16.5
Collections			-35,777	-32,947
Total			-35,784	-32,963
UNCOLLECTED AS OF			1100	1306
06/30/16				
% COLLECTED			97.02	96.19
COLLECTED BY DMV			1251.33	\$1,251.33
SCHEDULE 6	ANALYSIS OF RICH SQUARE FIRE DISTRICT F66			
			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			55298	49482
Additions				
Total			55,298	49,482
Rebates & Releases			-301	-60.5
Collections			-50,260	-45,173
Total			-50,561	-45,234
UNCOLLECTED AS OF				
6/30/2016			4,740	4,248
% COLLECTED			91.43	91.41
COLLECTED BY DMV			6169.4	6,148
SCHEDULE 6	ANALYSIS OF GASTON FIRE DISTRICT F53			
			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			199,208	177,738
Additions				
Total			199,208	177,738
Rebates & Releases			-244	-68.42
Collections			-187,845	-168,422
Total			-188,089	-168,491
UNCOLLECTED AS OF				
6/30/2016			11,119	9,247
% COLLECTED			94.42	94.80
COLLECTED BY DMV			15184.74	16,431
SCHEDULE 6	ANALYSIS OF JACKSON FIRE DISTRICT F54			
			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			35,691	33,031
Additions				
Total			35,691	33,031
Rebates & Releases			-97	-9.05
Collections			-33,678	-31,172
Total			-33,775	-31,181
UNCOLLECTED AS OF				
6/30/2016			1,917	1,850
% COLLECTED			94.63	94.40
COLLECTED BY DMV			6882.23	5,843

SCHEDULE 6 ANALYSIS OF GARYSBURG FIRE DISTRICT F52		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		67,502	78,628
Additions			
Total		67,502	78,628
Rebates & Releases		-83	-24.23
Collections		-63,091	-73,228
Total		-63,174	-73,253
UNCOLLECTED AS OF 6/30/2016		4,328	5,376
% COLLECTED		93.59	93.16
COLLECTED BY DMV		6943.47	7,364
SCHEDULE 6 ANALYSIS OF LASKER FIRE DISTRICT F55		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		23,470	21,830
Additions			
Total		23,471	21,830
Rebates & Releases		-7	-4.15
Collections		-22,351	-20,597
Total		-22,358	-20,601
UNCOLLECTED AS OF 6/30/2015		1,113	1,229
% COLLECTED		95.26	94.37
COLLECT BY DMV		2694.11	2,907
SCHEDULE 6 ANALYSIS OF SEABOARD FIRE DISTRICT F57		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		52,252	56,852
Additions			
Total		52,252	56,852
Rebates & Releases		-36	-130.44
Collections		-48,663	-52,961
Total		-48,699	-53,092
UNCOLLECTED AS OF 6/30/2016		3,553	3,761
% COLLECTED		93.2	93.39
COLLECTED BY DMV		4832.94	5,332
SCHEDULE 6 ANALYSIS OF WOODLAND FIRE DISTRICT F59		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		48,533	44,459
Additions			
Total		48,533	44,459
Rebates & Releases		-48	-45.53
Collections		-43,557	-40,862
Total		-43,605	-40,928
UNCOLLECTED AS OF 6/30/2016		4,929	3,532
% COLLECTED		89.84	92.06
COLLECTED BY DMV		6273.32	6,681

SCHEDULE 8 ANALYSIS OF TOWN LEVY (MOTOR VEHICLES)			
M51 CONWAY		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		4,463	0
Total		4,463	0
Rebates & Releases		0	0
Collections		-4,028	0
Total		-4,028	0
UNCOLLECTED AS OF			
6/30/2016		435	0
% COLLECTED		90.26	0.00
CURRENT YEAR FEES PD TO TOWN		4,166.20	0.00
CURRENT YEAR FEES PD TO COUNTY		63.44	0.00
COLLECTED BY DMV		23643.5	22,402
M52 GARYSBURG		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		200	0
Total		200	0
Rebates & Releases		0	0
Collections		200	0
Total		200	0
UNCOLLECTED AS OF			
6/30/2016		0	0
PERCENT COLLECTED		100.00	0.00
FEES PAID TO TOWN		206.92	0.00
FEES PAID TO COUNTY		3.15	0.00
COLLECTED BY DMV		28226.97	28,946
D52 GARYSBURG STICKER FEE		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		0	0
Total		0	0
Rebates & Releases		0	0
Collections		0	0
Total		0	0
UNCOLLECTED AS OF			
6/30/2016		-	-
PERCENT COLLECTED		0.00	0.00
FEES PAID TO TOWN		29009.52	0.00
FEES PAID TO COUNTY		82.76	0.00
FEES COLLECTED BY DMV		6251.96	6,040

M53 GASTON			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			0	0
Total			0	0
Rebates & Releases			0	0
Collections			0	0
Total			0	0
UNCOLLECTED AS OF				
6/30/2016			0	0
PERCENT COLLECTED			0	0
FEES PAID TO TOWN			0.00	0.00
FEES PAID TO COUNTY			0.00	0.00
COLLECTED BY DMV			25325.67	26,914
D53 GASTON STICKER FEE			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			0	0
Total			0	0
Rebates & Releases			0	0
Collections			0	0
Total			0	0
UNCOLLECTED AS OF				
6/30/2016			-	-
PERCENT COLLECTED			0.00	0.00
FEES PAID TO TOWN			0.00	0.00
FEES PAID TO COUNTY			0	0
FEES COLLECTED BY DMV			3034.53	3,100
M54 JACKSON			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			0	0
Total			0	0
Rebates & Releases			0	0
Collections			0	0
Total			0	0
UNCOLLECTED AS OF				
6/30/2016			0	0
PERCENT COLLECTED			0.00	0.00
FEES PAID TO TOWN			25.64	25.64
FEES PAID TO COUNTY			0.39	0.39
COLLECTED BY DMV			59314.71	50,319

SCHEDULE 8 ANALYSIS OF TOWN LEVY (MOTOR VEHICLES)			
D54 JACKSON STICKER FEE		2014	2015
Prev Yr Levy		-	0
Cur Yr Levy		-	0
Total		-	0
Rebates & Releases		0	0
Collections		0	0
Total		0	0
UNCOLLECTED AS OF 6/30/2016		0	0
PERCENT COLLECTED		-	0
FEES PAID TO TOWN		0.00	0.00
FEES PAID TO COUNTY		0	0
FEES COLLECTED BY DMV		5318.94	3,875
M55 LASKER		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		13	0
Total		13	0
Rebates & Releases		0	0
Collections		-1	0
Total		-1	0
UNCOLLECTED AS OF 6/30/2016		14	0
PERCENT COLLECTED		0.00	0.00
FEES PAID TO TOWN		0.00	0.00
FEES PAID TO COUNTY		0.00	0.00
COLLECTED BY DMV		1613.87	1753
M56 RICH SQUARE		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		366	174
Total		366	174
Rebates & Releases		0	0
Collections		332	174
Total		332	174
UNCOLLECTED AS OF 6/30/2016		34	0
PERCENT COLLECTED		90.7	100
FEES PAID TO TOWN		332.04	332.04
FEES PAID TO COUNTY		5.05	5.05
COLLECTED BY DMV		34685.18	33,380

SCHEDULE 8 ANALYSIS OF TOWN LEVY (MOTOR VEHICLES)			
M57 SEABOARD		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		421	0
Total		421	0
Rebates & Releases		0	0
Collections		-375	0
Total		-375	0
UNCOLLECTED AS OF 6/30/2015		47	0
PERCENT COLLECTED		89.2	0
FEES PAID TO TOWN		379.61	379.61
FEES PAID TO COUNTY		5.78	5.78
COLLECTED BY DMV		19128.01	17,396
D57 SEABOARD STICKER FEE		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		0	0
Additions			
Total		0	0
Rebates & Releases		0	0
Collections		0	0
Total		0	0
UNCOLLECTED AS OF 6/30/2016		0	0
PERCENT COLLECTED		0.00	0.00
FEES PAID TO TOWN		0.00	0.00
FEES PAID TO COUNTY		0.00	0.00
FEES COLLECTED BY DMV		1856.15	1,825
M58 SEVERN		2014	2015
Prev Yr Levy		0	0
Cur Yr Levy		8,236	0
Total		8,236	0
Rebates & Releases		0	0
Collections		-7,876	0
Total		-7,876	0
UNCOLLECTED AS OF 6/30/2016		360	0
PERCENT COLLECTED		95.63	0
FEES PAID TO TOWN		7,780.20	7,780.20
FEES PAID TO COUNTY		118.48	118.48
COLLECTED BY DMV		16197.09	16,010

SCHEDULE 8					
M59 WOODLAND	ANALYSIS OF TOWN LEVY (MOTOR VEHICLES)				
			2014	2015	
Prev Yr Levy			0	0	
Cur Yr Levy			0	0	
Total			0	0	
Rebates & Releases			0	0	
Collections			0	0	
Total			0	0	
UNCOLLECTED AS OF			0	0	
8/30/2016					
PERCENT COLLECTED			0.00	0.00	
FEES PAID TO TOWN			0.00	0.00	
FEES PAID TO COUNTY			0	0	
COLLECTED BY DMV			20,912.95	21,558	
D59 WOODLAND STICKER FEE					
			2014	2015	
Prev Yr Levy			0	0	
Cur Yr Levy			0	0	
Total			0	0	
Rebates & Releases			0	0	
Collections			0	0	
Total			0	0	
UNCOLLECTED AS OF			0	0	
8/30/2016					
PERCENT COLLECTED			0.00	0.00	
FEES PAID TO TOWN			0.00	0.00	
FEES PAID TO COUNTY			0	0	
FEES COLLECTED BY DMV			1845.25	1,755	
C53 TOWN OF GASTON AD-VALOREM TAXES					
			2014	2015	
Prev Yr Levy			0	0	
Cur Yr Levy			200043	192497	
Total			200,043	192,497	
Rebates & Releases			-247	-219	
Collections			-171826	-162966	
Total			-172,072	-163,185	
UNCOLLECTED AS OF					
8/30/2016			27,971	29,312	
PERCENT COLLECTED			86.02	84.77	
FEES PAID TO TOWN			165,763.35	165,763.35	
FEES PAID TO COUNTY			6,906.79	6,906.79	

C55 TOWN OF LASKER AD-VALOREM TAXES				10
			2014	2015
Prev Yr Levy			-	-
Cur Yr Levy			9385	8239
Total			9,385	8,239
Rebates & Releases			-1	-1
Collections			-8,797	-8,797
Total			-8,796	-8,516
UNCOLLECTED AS OF				
6/30/2016			587	722
PERCENT COLLECTED			93.75	92.18
FEES PAID TO TOWN			8,485.14	8,485.14
FEES PAID TO COUNTY			353.56	353.56
C56 TOWN OF RICH SQUARE AD-VALOREM TAXES				
			2014	2015
Prev Yr Levy			0	0
Cur Yr Levy			284344.26	257184.02
Additions				
Total			284344.26	257184.02
Rebates & Releases				
Collections			-3,167	-36
			-255,889	-231,608
Total			-259,056	-231,644
UNCOLLECTED AS OF			25,288	25,540
6/30/2016				
PERCENT COLLECTED			91.11	90.07
FEES PAID TO TOWN			246,617.89	246,617.89
FEES PAID TO COUNTY			10,275.75	10,275.75
C59 TOWN OF WOODLAND AD-VALOREM TAXES				
			2014	2015
Prev Yr Levy				
Cur Yr Levy			138130.64	123796.64
Additions				
Total			138130.64	123796.64
Rebates & Releases				
Collections			-357	-36
			-123,254	112,176
Total			-123,611	112,141
UNCOLLECTED AS OF			14520.07	11584.46
6/30/2016				
PERCENT COLLECTED			89.49	90.64
FEES PAID TO TOWN			118,784.18	118,784.18
FEES PAID TO COUNTY			4,949.37	4,949.37

EXECUTIONS	REPORT	2014	2015
TAX EXECUTIONS		145,216.43	103,889.57
SHERIFF FEES		781.62	628.22
TOTAL COLLECTED BY TAX DIVISION		145,998.05	104,517.79
OCCUPANCY TAX	REPORT		
7/1/15 THRU 6/30/16		57,802.28	67,433.79
SOLID WASTE FEES	REPORT		
		2014	2015
Prev Yr Levy			
Cur Yr Levy		2154562.39	2,143,229.61
Additions			
Total		2154562.39	2,143,229.61
Rebates & Releases		-7,819	-5,915
Collections		-1,876,044	-1,873,100
Total		-1,883,863	-1,879,014
UNCOLLECTED AS OF 6/30/2015		272215.98	264,215.35
PERCENT COLLECTED		87.37	87.67
Respectfully submitted,			
Cathy B. Allen			
Tax Administrator			
cc: Board of Commi			
Clerk to Board			
County Manager			
ACTION BY THE BOARD OF COMMISSIONERS:			
APPROVED			
DISAPPROVED			
OTHER			
SIGNATURE & DATE:			

2) Approval of 2016 Tax Scroll

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW
FM: Cathy Allen, Tax Administrator
RE: Approval of the year 2016 Scroll
DT: August 18, 2016

THIS IS A DECISION PAPER

PURPOSE: To obtain the Board's approval of the 2016 Tax scroll.

FACTS: The Board has the duty to review and approve the tax list for the current year before adjourning, pursuant to G.S. 105-322 (g) (1)

DISCUSSION: The Assessor has prepared the 2016 Scroll and attached a copy hereto. The scroll summary shows the total assessed value for 2016 in the amount of 1,803,599,601. The levy, penalties and fees to be collected for 2016 and charged to the Tax Collector for collection as follows:

General County Government	\$16,617,587.15
Ahoskie Drainage	6,005.05
Town of Gaston	189,737.89
Town of Lasker	8,534.63
Town of Rich Square	257,306.31
Town of Woodland	125,042.28
Garysburg fire Service District	79,826.45
Gaston Fire Service District	187,128.07
Jackson Fire Service District	33,150.26
Lasker Fire Service District	21,463.75
Rich Square Fire Service District	49,528.67
Seaboard Fire Service District	57,230.98
Roanoke Wildwood Fire Service District	142,444.38
Roanoke Wildwood Fire Service District A	35,150.63
Woodland Fire Service District	45,794.25
Solid Waste Fees	<u>2,187,883.15</u>
TOTAL	\$20,043,813.90

RECOMMENDATION: That the Board approves the 2016 Scroll as presented and adopt the following order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

Property Tax Billing 17 AUG 2016		Tax Summary Report for All Townships NORTHAMPTON TAX DEPT				SPOTOS05 Page 2	
Tax Code Information		Regular Bills Only					
		Residential	Business	Utility	Total		
CSB*16 - TOWN OF LASKER							
	Levy	5.047 43	171.13	0.00	8,238.56		
	Pen	0.89	0.00	0.00	0.89		
	Real Val	3,844,350	0	0	3,844,350		
	Perk Val	154,370	76,441	0	230,811		
	Exempt	103,370	0	0	103,370		
	Defer	675,815	0	0	675,815		
	Net Val	3,210,935	76,441	0	3,287,376		
CSA*16 - TOWN OF RICH SOURCE							
	Levy	215,281.04	25,944.85	0.00	241,225.89		
	Pen	73.12	171.34	0.00	194.46		
	Real Val	35,700,321	1,649,200	0	37,349,521		
	Perk Val	269,292	2,325,079	0	2,594,371		
	Exempt	1,922,480	0	0	1,922,480		
	Defer	929,009	0	0	929,009		
	Net Val	33,120,124	3,974,279	0	37,094,403		
CSB*16 - TOWN OF WOODLAND							
	Levy	107,854.67	7,007.10	0.00	114,861.77		
	Pen	62.08	19.11	0.00	81.19		
	Real Val	17,841,447	0	0	17,841,447		
	Perk Val	206,851	475,793	0	682,644		
	Exempt	606,321	0	0	606,321		
	Defer	430,275	15,500	0	445,775		
	Net Val	17,031,902	1,001,493	0	18,033,395		
FSD*16 - GARYSBURG FIRE DISTRICT							
	Levy	70,817.77	6,887.17	0.00	77,704.94		
	Pen	60.80	108.31	0.00	169.11		
	Real Val	120,350,194	7,114,333	0	127,464,527		
	Perk Val	19,237,269	5,618,096	0	24,855,365		
	Exempt	3,356,251	0	0	3,356,251		
	Defer	17,203,896	1,260,443	0	18,464,339		
	Net Val	118,029,306	11,471,966	0	129,501,272		
FSD*16 - GASTON FIRE DISTRICT							
	Levy	149,187.38	27,579.14	0.00	176,766.52		
	Pen	159.49	194.96	0.00	354.45		
	Real Val	167,894,898	10,180,729	0	178,075,627		
	Perk Val	78,529,823	29,667,894	0	108,197,717		
	Exempt	5,071,714	0	0	5,071,714		
	Defer	22,028,538	452,176	0	22,480,714		
	Net Val	213,124,469	29,399,647	0	242,524,116		

Property Tax Billing
17 AUG 2016

Tax Summary Report for All Townships
NORTHAMPTON TAX DEPT

RPT0505
Page 3

Regular Bills Only

Tax Code Information		Residential	Business	Utility	Total
FS4*16 - JACKSON FIRE DISTRICT	Levy	29.332 10	3.320 75	0.00	32.652 85
	Pen	33.20	5.83	0.00	42.03
	Real Val	99,965,421	4,012,705	0	104,778,326
	Pers Val	4,645,776	3,647,647	0	8,293,423
	Exempt	2,323,608	0	0	2,323,608
	Net Val	74,635,539	8,449,575	0	83,085,114
FS5*16 - LASKER FIRE DISTRICT	Levy	16.077 03	3.226 07	0.00	21.303 10
	Pen	31.35	0.17	0.00	31.52
	Real Val	54,665,530	5,683,837	0	60,249,367
	Pers Val	1,737,757	1,684,970	0	3,422,727
	Exempt	857,870	0	0	857,870
	Net Val	35,515,325	6,325,711	0	41,850,436
FS6*16 - RICH SQUARE FIRE DISTRICT	Levy	41.661 95	4.977 95	0.00	46.639 90
	Pen	27.35	11.11	0.00	38.46
	Real Val	113,381,298	8,865,518	0	122,246,816
	Pers Val	3,406,517	3,546,712	0	6,953,229
	Exempt	3,946,009	0	0	3,946,009
	Net Val	29,469,581	2,456,773	0	31,926,354
FS7*16 - SEABOARD FIRE DISTRICT	Levy	40.714 29	15.476 71	0.00	56.191 00
	Pen	65.34	94.43	0.00	159.77
	Real Val	93,604,150	7,075,899	0	100,680,049
	Pers Val	5,516,405	17,140,199	0	22,656,604
	Exempt	2,041,885	0	0	2,041,885
	Net Val	26,331,192	120,968	0	26,452,160
FS9*16 - WOODLAND FIRE DISTRICT	Levy	47.245 52	3.422 32	0.00	50.667 84
	Pen	60.76	132.29	0.00	193.05
	Real Val	68,947,165	2,007,129	0	70,954,294
	Pers Val	2,249,128	2,456,760	0	4,705,888
	Exempt	1,893,312	0	0	1,893,312
	Net Val	58,586,920	462,099	0	59,049,019

Property Tax Billing
17 AUG 2016

Tax Summary Report for All Township
NORTHAMPTON TAX DEPT

RPT0505
Page 6

Regular Bills Only

Tax Code Information		Residential	Business	Utility	Total
F50*16 - ROANOKE WILLOWOOD FIRE DIST					
Levy	141,812.67	223.54		0.00	142,236.61
Pen	134.17	9.09		0.00	143.26
Real Val	452,217,844	830,502		0	453,048,146
Perk Val	13,880,209	537,150		0	14,417,315
Exempt	3,335,732	0		0	3,335,732
Defer	5,304,000	0		0	5,304,000
Net Val	457,458,321	1,367,652		0	458,825,729
F61*16 - ROANOKE WILLOWOOD FIRE DIST					
Levy	34,261.47	312.79		0.00	34,574.26
Pen	29.91	1.51		0.00	31.42
Real Val	111,165,453	121,337		0	111,677,770
Perk Val	2,707,565	477,591		0	3,185,156
Exempt	1,174,203	0		0	1,174,203
Defer	2,159,236	0		0	2,159,236
Net Val	110,520,589	1,008,693		0	111,529,487
G01*16 - GENERAL COUNTY TAX					
Levy	14,047,322.89	1,479,837.34		0.00	15,527,155.23
Pen	15,863.33	9,014.89		0.00	24,878.22
Real Val	1,670,125,655	68,551,579		0	1,738,677,234
Perk Val	154,657,228	98,440,040		0	253,097,268
Exempt	32,079,678	0		0	32,079,678
Defer	265,821,163	1,140,258		0	271,561,421
Net Val	1,526,882,042	160,851,381		0	1,687,733,423
S0*16 - SOLID WASTE FEE					
Levy	2,108,178.07	79,705.08		0.00	2,187,883.15
Pen	0.00	0.00		0.00	0.00
Real Val	0	0		0	0
Perk Val	0	0		0	0
Exempt	0	0		0	0
Defer	0	0		0	0
Net Val	0	0		0	0
Total Levy		17,209,537.31	1,690,740.37	0.00	18,900,277.68
Total Penalty		16,222.90	9,559.14	0.00	26,091.04
Total Tax		17,225,760.21	1,700,299.51	0.00	18,926,368.72

3) Adoption of 2016 Tax Collection Order

STATE OF NORTH CAROLINA
COUNTY OF NORTHAMPTON

To the Tax Collector of the County of *Northampton*:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the County Assessor and in the tax receipts herewith delivered to you on August 22, 2016, in the amounts of \$20,043,813.90 and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be the first lien upon all real property of the respective taxpayers in the County of *Northampton*, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of September, 2016.

Chairperson, Board of Commissioners of
Northampton County (Seal)

Attest:

Clerk of Board of Commissioners of
Northampton County

4) Ad Valorem Tax Appeals

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

DT: August 30, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$1,010.97 on ten(10) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE: _____

August 30, 2016
Ad Valorem Tax Appeals

NAME	ACCOUNT	ACTION	AMOUNT	REASON
Crane, Herman Cecil	30133	Release	\$ 16.60	Double Listed
Graves, James	99819	Release	6.04	Double Listed
Hall, James E Jr	111488	Release	16.19	Listing Error
Howell, W H III	74742	Release	530.95	Registered
Judd, Bernice	31386	Release	97.20	Exempt. Not Calculated
Manley, Doris	70825	Release	43.72	Exempt. Not Calculated
Revelle, Gerald R	85905	Release	106.73	Listing Error
Ricks, Deborah	126511	Release	3.36	Listing Error
Sledge, Gloria Jean & Others	127401	Release	183.93	Exempt. Not Calculated
Wallis, Robert J	128604	Release	6.28	Listing Error
TOTAL REFUND/RELEASE			\$ 1,010.97	

Respectfully submitted,

CATHY B. ALLEN)
TAX ADMINISTRATOR

CBA/hr

Cc: Board of Commissioners (7)
County Manager (1)
Clerk to Board (6)

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 7

Agenda Time: 6:40pm

Presenter and/or Subject Matter:

Mr. Jason Morris, Public Works Director
Deed of Easement to Dominion

Komita Hendricks

*Deed of Easement to Dominion***DECISION PAPER**

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: September 19, 2016

Reference: Deed of Easement to Dominion

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for an easement deed requested from Dominion.

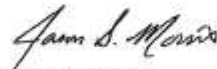
Facts:

1. Dominion is in need of an easement to cross a parcel of land where sewer pump station Number 1 is located in Garysburg to provide electricity to a solar farm project on US Hwy 301.
2. The proposed easement will cross parcel number 0401830 parallel and adjacent to Coleman St. fifteen feet in width. (see attached map with deed)

Discussion: Upon discussion with Dominion, said proposed utilities will not interfere with Northampton County's existing utilities on that site.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve and grant the easement to Dominion as noted in Easement Deed.

Respectfully submitted,



Jason S. Morris
Public Works Director

Coordination:

Finance Officer

Concur Reslie A. Edwards

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly B. Jones 9/12/16

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR		
VENDOR # _____		Dominion		
		Address <u>200 W. Vepco St., Roanoke Rapids NC 27870</u>		
		Contact <u>Brent Hamill 252-308-1016</u>		
		1	0	Copies
CONTRACT # _____		Amount \$ <u>0.00</u>		
New Contract <u>Yes</u>				
Renewal _____		Date originally approved by the Board of Commissioners _____		
Cost or Material Changes <u>0</u>				
Original Contract sent to Contract Administrator _____		Date: <u>9/7/2016</u>		
Originating Department/Individual: <u>Public Works/Jason Morris</u>		Item or Service: <u>Grant Easement</u>		
Department Involved: <u>Public Works - Water and Sewer</u>		Type of Contract: <u>Easement Deed</u>		
Line Item Budgeted: <u>N/A</u>		Period of Coverage: <u>Indefinite</u>		
GRANTS				
Board approval for Application		Approved _____	Set _____	
Board approval for Acceptance		Approved _____	Set _____	
COUNTY ATTORNEY		Date Received <u>9/7/2016</u>	Date Approved <u>9/12/2016</u>	
Approved as to Form: <u>YES</u>		Approved as to Legal Sufficiency: <u>YES</u>		
Revisions Necessary? <u>YES</u>		Board Action Necessary? <u>YES</u>		
Date Revisions were made? <u>9/12, By Atty.</u>		<u>Jason Morris</u>		
FINANCE <u>File</u>		Date Received: <u>9-12-16</u>	Date Audited: <u>9-12-16</u>	
Non encumbered contract Yes _____ No _____				
ASSISTANT COUNTY MANAGER		Date Received _____	Date Approved _____	
COUNTY MANAGER		Date Received <u>9/12/16</u>	Date Approved <u>9/12/16</u>	
BOARD OF COMMISSIONERS		CLERK TO THE BOARD		
Date approved by Board _____		Date Received _____	Date Attested: _____	
CONTRACT ADMINISTRATOR				
Attorney _____	Finance _____	Asst City Mgr _____	City Mgr _____	
Outside Agency Signatures: _____		Date Sent: _____	Date received: _____	
Copies Delivered to Appropriate Departments: _____		ORIGINATING _____ FINANCE _____		
Original to Outside Agency: _____ (Departments to deliver)		Date: _____		
File County Original / Add to Database: _____		Date: _____		
NOTES:				
_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal				
_____ copies sent to originating departments with note to forward to vendor				
PROBLEMS:				
Corrective Action: _____		Date: _____	Initial: _____	

Dominion North Carolina Power
200 Yopco Street, Roanoke Rapids, NC 27870-0099
dom.com



September 1, 2016

Northampton County Utilities
Att: Mr. Jason Morris
PO Box 68
Jackson, NC 27845

Dear Mr. Morris:

Dominion NC Power has a project on Hwy 301 for a solar farm and we will be crossing your county property parcel #0401830 in Garysburg with permission of course. We will need right of way to begin this work. I have enclosed an easement for the Board to review.

Please add this to your next monthly agenda with the Board of Commissioners. If approved, have the County Manager to sign and then have the County Lawyer or Assistant to sign on the left side of page 4. Only the County Manager's signature needs to be notarized. Return the completed document to me in the enclosed stamped envelope at your earliest convenience.

Questions are to be directed to Brent Hamill in our Roanoke Rapids office at 252-308-1016. Thank you for your prompt review and response to this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Audrey".

Audrey Isles Hurst
Right of Way Agent III
252-308-1019

Enclosures



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into this _____ day of _____, by and between

NORTHAMPTON COUNTY, NC

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion North Carolina Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion North Carolina Power, 200 W. Vepco St. Roanoke Rapids, NC 27870.

(Page 1 of 5 Pages)
DNCPIDNo(s). 61-16-0033

Form No. 721045-1 (Jun 2015)
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Right of Way Agreement

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN (15') feet in width across the lands of GRANTOR; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend FIFTEEN (15') feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in NORTHAMPTON COUNTY, North Carolina, as more fully described on Plat(s) Numbered 61-18-0033, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, re-top, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time, if there are no public or private roads reasonably convenient to the easement. GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

Initials: _____

(Page 2 of 5 Pages)
DNCPIDNo(s): 61-18-0033

Form No. 721043-2 (Jan 2018)
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Right of Way Agreement

6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE's rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 3 of 5 Pages)
DNCPIDNo(s). 61-16-0033

Form No. 721949-3 (Jan 2015)
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Right of Way Agreement

11. GRANTOR covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said County.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF NORTHAMPTON

By:

(Name)

Title:

(Title)

State of _____

County of _____ to-wit: _____

I, _____, a Notary Public in and for the State of _____

at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

(Name of officer or agent)

(Title of officer or agent)

on behalf of NORTHAMPTON County, North Carolina, whose name is signed to the foregoing

writing dated this _____ day of _____, 20____, and acknowledged the same before me.

Given under my hand _____, 20____.

Notary Public (Print Name)

Notary Public (Signature)

My Commission Expires: _____

(Page 4 of 5 Pages)

Form No. 723261 (Rev. 2013)
© 2013 Dominion Resource Service, Inc.

This Instrument has been pre-audited in the manner as

Per N.C.G.S. 159-28 (a) Rebecca A. Edwards
Finance Officer



NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 8

Agenda Time: 6:45pm

Presenter and/or Subject Matter:

Mr. Andy Smith, Health Department Director
1) Health Department Rates
2) Approval of Contract with Valley Rehab Services, Inc
3) Approval of Cure MD Contract

Komita Hendricks

1) Health Department Rates



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: September 7, 2016
RE: Northampton County Health Department New Rates

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the proposed clinic rates to be effective August 15, 2016.

FACTS:

1. Local health departments are entitled to reimbursement rates based upon a cost report that reflects results conducive to the regulations set forth by the Division of Medical Assistance (DMA).
2. The Billing Rate Committee researches and individually analyzes rates currently used by the Health Department and compares them to the most current statewide averages, Medicaid rates and Health Department costs. New rates are proposed where needed.
3. Updated CPT codes and prices prompted the Billing Rate Committee to review the current list of rates for Northampton County Health Department.
4. The proposed rates were submitted to and adopted by the Board of Health at their July 14, 2016 meeting.
5. The new proposed rates will be effective August 15, 2016 upon approval.

DISCUSSION:

Local health departments that bill services through a Medicaid clearinghouse are entitled to reimbursement rates based upon a cost report that reflects outcomes conducive to the regulations set forth by the Division of Medical Assistance (DMA). The Billing Rate Committee researches and analyzes health department current rates and compares them to the most current statewide averages, Medicaid Rates and Health Department costs. A service type needed to be added to the fee schedule while another service type needed to be removed from the schedule. There was also a CPT code that had been updated by the State. The Billing Rate Committee met to discuss these changes. After review and using a cost versus charge approach, the rates were changed for three vaccines, in addition to the aforementioned changes. The proposed rates were adopted by the Board of Health at their July 14, 2016 meeting. The new proposed rates will be effective August 15, 2016 upon approval by the Board of Commissioners.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the proposed clinic rates to be effective August 15, 2016.

Respectfully submitted,



John L. White,
Acting Health Director

COORDINATION:

County Manager:

Concur Kimberly R. Dunn
 Concur with Comment 8/15/16
 Non-concur _____

Finance Director:

Concur Leslie A. Edwards
 Concur with Comment _____
 Non-concur _____

7/28/2016

NORTHAMPTON COUNTY HEALTH DEPARTMENT FEES

CPT Code	Service Type	CURRENT MEDICAID RATE	NORTHAMPTON 2016 RATE	NEW 2017 RATE
36415	VENIPUNCTURE, FOR LHD USE	2.78	15.00	
36416	COLLECTION OF CAPILLARY SPECIMEN	NR	15.00	
54050	DESTRUCTION OF PENIAL LESION	79.22		90.00
56420	DRAINAGE OF GLAND ABSCESS	96.44	155.00	
57061	TREATMENT OF GENITAL WARTS	87.27	90.00	
57170	FITTING OF DIAPHRAGM / CAP	53.91	102.00	
59025	FETAL NON-STRESS TEST	36.22	125.00	
59425	ANTEPARTUM CARE ONLY (4-6 visits)	340.20	410.00	
59426	ANTEPARTUM CARE ONLY (7 or more visits)	680.62	735.00	
59430	POSTPARTUM CARE ONLY, SEPARATE PROCEDURE	99.08	140.00	
69210	REMOVE IMPACTED EAR WAX	37.03	53.00	
81002	URINALYSIS, NONAUTO	3.25	12.00	
81025	URINE PREGNANCY TEST	8.04	15.00	
82270	FECAL OCCULT BLOOD	4.13	13.00	
82947	ASSAY OF GLUCOSE, QUANT	4.99	16.00	
82950	GLUCOSE TEST (POST-DOSE GCT)	6.04	20.00	
82951	GLUCOSE TOLERANCE TEST (GTT) (3hr)	16.37	55.00	
82952	GTT - (more than 3 specimens)	4.99	16.00	
85018	HEMOGLOBIN	3.01	10.00	
86580	TB SKIN TEST	5.59	25.00	
87081	CULTURE SCREEN	7.33	30.00	
87205	SMEAR, STAIN & INTERPRET (GC)	5.42	21.00	
87210	SMEAR & INTERPRET (WET PREP)	4.85	20.00	
90375	RABIES IG, IM/SC	65.38	89.00	
90471	IMMUNIZATION ADMIN	13.71	13.00	
90471	IMMUNIZATION ADMIN	13.71	13.00	
90472	EACH ADDITIONAL VACCINE (Single or Comb. Vaccine)	13.71	13.00	
90472	EACH ADDITIONAL VACCINE (Single or Comb. Vaccine)	13.71	13.00	
90473	IMM. ADM. BY INTRANASAL	13.71	13.00	
90474	IMM. ADM. BY INTRANASAL	13.71	13.00	
90620	MENINGOCOCCAL GROUP B VACCINE (BEXSERO)	173.48	180.00	
90621	MENINGOCOCCAL GROUP B VACCINE (TRUMENBA)	124.88	130.00	
90632	HEPATITIS A VACCINE - ADULT IM	44.16	80.00	
90633	HEP A VACCINE, PEDI/ADOL, IM	NR	34.00	
90636	TWINRIX (HepA, HepB)	89.50	110.00	
90648	HIB	21.00	25.00	
90649	HPV	135.73	168.00	
90651 UD	HPV (Gardasil 9)	177.84	190.00	
90655	INFLUENZA - PRESERVATIVE FREE (age 6-35 mos.)	NR	25.00	35.00
90656	INFLUENZA - PRESERVATIVE FREE (3 yrs & older)	16.76	25.00	35.00
90673	FLU VACCINE, 3 YRS, IM	12.74	25.00	
90660	FLU VACCINE, INTRANASAL (FLUMIST)	21.24	25.00	
90670	PNEUMOCOCCAL VACCINE, PCV 13	NR	40.00	
90675	RABIES VACCINE, IM	147.06	275.00	
90681	RotaTeq (2 dose series)	NR	85.00	
90696	KinRIX	NR	40.00	
90698	PENTACEL	NR	75.00	
90700	DTAP	NR	25.00	
90702	DT	NR	30.00	
90707	MMR	41.02	60.00	
90710	MMRV VACCINE	NR	160.00	
90713	IPV	24.79	30.00	
90714	TD - PRESERVATIVE FREE	19.25	20.00	
90715	TDAP	39.49	40.00	
90716	VARICELLA	86.42	90.00	
90723	PEDIARIX (DTaP, HepB, Hib)	72.63	75.00	
90732	PNEUMOCOCCAL VACCINE	31.53	90.00	
90734	MENINGOCOCCAL CONJUGATE VACCINE for IM USE	106.87	107.00	
90744	HEP B VACCINE, PEDI/ADOL, IM	NR	30.00	
90746	HEP B VACCINE, ADULT, IM	55.20	70.00	
92551	AUDIOMETRY	8.27	30.00	
92567	TYMPANOMETRY	14.06	25.00	
92587	HEARING WITH OAE	30.08	105.00	
96110	DEVELOPMENTAL TEST, LIM	8.75	30.00	
96372	INJECTION FOR DEPO	17.04	20.00	
99173	VISION SCREENING	NR	10.00	

7/28/2016

NORTHAMPTON COUNTY HEALTH DEPARTMENT FEES

99201	OFFICE/OUTPATIENT VISIT, NEW	62.10	110.00
99202	OFFICE/OUTPATIENT VISIT, NEW	93.15	180.00
99203	OFFICE/OUTPATIENT VISIT, NEW	132.48	210.00
99204	OFFICE/OUTPATIENT VISIT, NEW	194.58	300.00
99205	OFFICE/OUTPATIENT VISIT, NEW	244.26	400.00
99211	OFFICE/OUTPATIENT VISIT, EST	34.16	60.00
99212	OFFICE/OUTPATIENT VISIT, EST	56.93	105.00
99213	OFFICE/OUTPATIENT VISIT, EST	78.66	175.00
99214	OFFICE/OUTPATIENT VISIT, EST	122.13	250.00
99215	OFFICE/OUTPATIENT VISIT, EST	182.16	360.00
99381	PREV VISIT, NEW, AGE UNDER 1 YEAR	90.00	250.00
99382	PREV VISIT, NEW, AGE 1-4	90.00	275.00
99383	PREV VISIT, NEW, AGE 5-11	90.00	275.00
99383	PREV VISIT, NEW, AGE 5-11	154.00	275.00
99384	PREV VISIT, NEW, AGE 12-17	90.00	365.00
99384	PREV VISIT, NEW, AGE 12-17	169.00	300.00
99385	PREV VISIT, NEW, AGE 18-39	90.00	365.00
99385	PREV VISIT, NEW, AGE 18-39	167.00	300.00
99386	PREV VISIT, NEW, AGE 40-64	199.00	350.00
99391	PREV VISIT, EST, AGE UNDER 1 YEAR	90.00	215.00
99392	PREV VISIT, EST, AGE 1-4	90.00	240.00
99393	PREV VISIT, EST, AGE 5-11	90.00	240.00
99393	PREV VISIT, EST, AGE 5-11	126.00	240.00
99394	PREV VISIT, EST, AGE 12-17	90.00	326.00
99394	PREV VISIT, EST, AGE 12-17	146.00	275.00
99395	PREV VISIT, EST, AGE 18-39	90.00	326.00
99395	PREV VISIT, EST, AGE 18-39	142.00	275.00
99396	PREV VISIT, EST, AGE 40-64	158.00	290.00
99420	ADM/INTERPRETATION OF HEALTH RISK ASSESSMENT	8.14	25.00
99501	HOME VISITS FOR POSTNATAL ASSESS	58.29	330.00
99502	HOME VISITS FOR NEWBORN CARE	60.00	330.00
D0145	ORAL EVAL. PATIENT < 3 YRS & COUNSELING	36.35	75.00
D1206	TOPICAL APPLICATION OF FLUORIDE	16.04	60.00
J1050FP	DEPO-PROVERA CONTRA INJECTION	39.04	45.00
J2790	RH IG, FULL-DOSE, IM	86.49	107.00
S0280	INITIAL RISK ASSESSMENT - Pregnancy Medical Home	50.00	120.00
S0281	POSTPARTUM CLINIC VISITS - Pregnancy Medical Home	150.00	213.00
T1001	HIGH RISK SKILLED HOME VISIT	87.09	125.00
T1002	RN SERVICES, UP TO 15 MINUTES (STD/TB)	18.59	100.00
LOCAL USE CODES - SET RATES			
LU018	COPY OF MEDICAL RECORD (NON-MEDICAL PROVIDER)	NR	15.00
LU024	Determination of Presumptive eligibility	NR	0.00
LU102	COMPLETION OF RECORD for TB SCREENING DHHS 3405	NR	10.00
LU104	PPD Reading Only	*NR	5.00
LU282	STD ERRN Contact (REPORT ONLY)	NR	0.00
LU283	CH ERRN Contact (REPORT ONLY)	NR	0.00
LU600	Maternal Health Visit County	NR	0.00
	CPR Training for Non-County Employees	NR	50.00
CONTRACT RATES:			
Note: Tameka Green will initiate notice of set rates and contract rate changes after approval by the Board of Health and Board of County Commissioners.			
	LIMITED PHYSICAL: EMPLOYEE - CDL	NR	200.00
MATERNITY			
	WOMEN'S HEALTH SERVICES -- \$75/HR		
**The highlighted CPT Code/Service Type is new or the rate has changed. If there is no 2016 rate, vaccine or service was previously unavailable.			

2) Approval of Contract with Valley Rehab Services, Inc



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: September 19, 2016
RE: Timothy S. Allen, MPT for Physical Therapy Services

PURPOSE:

The purpose of this decision paper is to request approval from the Board of Commissioners for the agreement between Northampton County Health Department's Home Health Agency and Valley Rehab Services, Inc. for the purpose of providing physical therapy services to home health patients.

FACTS:

1. Timothy S. Allen, MPT will provide much needed assistance to the patients in Roanoke Rapids and the Warren County areas.
2. The current physical therapist covering the western end of Northampton County is unable to travel to the patients in these areas.
3. Northampton County's Home Health Agency has worked with Mr. Allen in the past through another agency.
4. The following rates have been proposed due to the competitive rates offered by surrounding agencies.

Service	Proposed Rate
LPT Visit	\$60.00
LPTA Visit	\$60.00
Initial OASIS	\$115.00 (electronic record)
	\$105.00 (paper record)
OASIS Discharge	\$105.00 (electronic record)
	\$80.00 (paper record)

5. An electronic copy of the contract was emailed to county attorney Mr. Scott McKellar, to go through the contract process, on August 11, 2016.
6. The agreement was presented to and approved by the Board of Health at their August 11, 2016 meeting.

DISCUSSION:

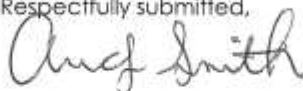
Northampton County Health Department's Home Health Agency has had numerous requests for services from the Roanoke Rapids and Warren County areas. The current

therapist servicing the western end of Northampton County is not able to travel to these patients. Timothy Allen has worked with the Agency in the past and is able to serve the patients in the requested locations. The proposed service rates are competitive and allows the Home Health Agency to provide a reasonable compensation for the physical therapy services rendered by Timothy Allen. The Board of Health approved this contract at their meeting held on August 11, 2016. The contract was submitted to Mr. Scott McKellar, county attorney, on August 11, 2016 to go through the contract process.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed contract between Northampton County Health Department's Home Health Agency and Valley Rehab Services, Inc. for physical therapy services as presented above.

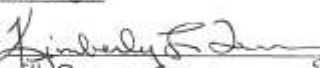
Respectfully submitted,



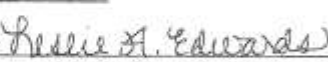
Andy Smith
Health Director

COORDINATION:

County Manager:

Concur 
Concur with Comment _____ 9/12/16
Non-concur _____

Finance Director:

Concur 
Concur with Comment _____
Non-concur _____

NORTHAMPTON COUNTY		CONTRACT/VENDOR	
CONTRACT		Valley Rehab Services, Inc.	
CONTROL SHEET		Address	600 Franklin Street Roanoke Rapids, NC 27870
VENDOR # 2859		Contact	Tim Allen, LPT
		2	Originals <u>0</u> Copies
CONTRACT #		Amount \$	60.00 per visit; \$80 paper discharge; \$105 Oasis discharge; \$105 paper records; \$115 electronic records
New Contract	<u>Yes</u>	Date originally approved by the Board of Commissioners	
Renewal			
Cost or Material Changes			
Original Contract sent to Contract Administrator		Date: <u>8/11/2016</u>	
Originating Department/Individual: Andy Smith, Health Director		Item or Service: Physical Therapy Services	
Department Involved: Health Department		Type of Contract: Contract	
Line Item Budgeted: 115154-536500		Period of Coverage: 9/1/16-8/31/17	
GRANTS			
Board approval for Application		Approved	Set Verified
Board approval for Acceptance		Approved	Set Verified
COUNTY ATTORNEY		Date Received: <u>8/11/2016</u>	Date Approved: <u>8/16/2016</u>
Approved as to Form: <u>YES</u>		Approved as to Legal Sufficiency: <u>YES</u>	
Revisions Necessary? <u>YES</u>		Board Action Necessary? <u>YES</u>	
Date Revisions were made? <u>8/16, By Atty.</u>		<u>[Signature]</u>	
FINANCE <u>[Signature]</u>		Date Received: <u>9-07-16</u>	Date Audited: <u>9-08-16</u>
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received <u>9/12/16</u>	Date Approved: <u>9/12/16</u>
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
Outside Agency Signatures:		Date Sent :	Date received:
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

**AGREEMENT BETWEEN
NORTHAMPTON COUNTY HOME HEALTH AGENCY
AND
TIMOTHY S. ALLEN, MPT**

THIS AGREEMENT is made and entered into this 1st day of September 2016, by and between Northampton County, North Carolina, by and through the Northampton County Home Health Agency (hereinafter referred to as "Agency") and Timothy S. Allen, MPT, (hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, the Agency is a Medicare-certified home health agency and a North Carolina licensed Home Care Agency, and

WHEREAS, the Agency has a need for additional qualified personnel to care for its patients; and

WHEREAS, the Provider has employees duly licensed and registered to provide these services to the Agency's patients,

NOW, THEREFORE, in consideration of these premises, promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

I. Provider's Responsibilities. The Provider agrees to provide qualified physical therapists and physical therapy assistants to provide the following services to the Agency on an as-needed basis: direct patient care; initial assessments and reassessments of patients, patient evaluation, patient care planning and patient teaching. Provider and its servants, agents and employees shall:

- A. Provide physical therapy to the Agency's patients as requested and assigned by the Agency.
- B. Provide all services in accordance with a plan of care established by the provider within one week of the referral with a copy given to the agency and approved by the patient's attending physician. Provider shall review and revise the plan of care as the patient's condition changes, but shall not alter a patient plan of care without prior approval of the patient's attending physician and shall notify the Agency of any changes. The length of service offered by the Provider will be controlled by the physician's plan of treatment, which is updated every 60 days.
- C. Coordinate patient care, evaluate patient progress and provide discharge planning for those patients under its care, and provide appropriate documentation of such activities.
- D. Assessments and reassessments will be completed according to CMS regulatory requirements. The Provider will be liable for damages incurred as a result of missed assessments.
- E. Provide all services in accordance with all: Agency policies and procedures; state and federal laws, rules and regulations; and currently approved methods, standards of practice and codes of ethics in the medical community. Provider shall require his visiting staff to complete the Agency's orientation program.
- F. Provide services to Agency's as approved by the Agency. Every Monday, Provider shall submit a weekly schedule to the Agency indicating when patients are to receive

services. Provider will notify the Agency and patients of any changes in the schedule.

- G. Maintain clinical records and reports, which constitute the Agency's medical records, including notes and personal observations of the patient's progress and notification of planned visits. All clinical and progress notes shall be completed and submitted within five working days as required by the Agency's policies and procedures. The Provider will comply with standards for documentation including objectively measurable assessments.
- H. Maintain the confidentiality of all medical records and information in accordance with state and federal laws, rules and regulations, and Agency policies.
- I. Maintain on file and make available to Agency upon request, verification of the qualifications of his personnel, including the following:
 - 1. Current resume.
 - 2. Valid North Carolina professional license and copies of annual renewal.
 - 3. Results of initial and annual TB screening. If the individual has a positive TB test, there must be annual documentation from a physician that he/she is free of communicable disease.
 - 4. Evidence of Hepatitis B vaccine or appropriate signed release form.
 - 5. Documentation of competency testing and critical skills verification at hire and annually thereafter.
 - 6. Documentation of initial and annual OSHA Bloodborne Pathogens/Safety training, or verification that the individual received such training prior to providing services.
 - 7. Verification and results of criminal background check.
 - 8. Valid NC drivers' license and proof of car insurance.
 - 9. Documentation of CPR certification.
 - 10. Documentation of a minimum of 12 hours of employment related in-service/continuing education per year.
- J. Require appropriate personnel to attend and participate in such multi-disciplinary meetings and conferences with patients, patients' families and Agency personnel in planning the implementation of the patient's plan of care as may from time to time be requested by Agency.
- K. Provide services without regard to patients' race, religion, sex, age, national origin or disability.
- L. Maintain responsibility for FICA, state and federal taxes, workers compensation and unemployment compensation insurance for all of Provider's staff.
- M. Provide services for the Agency in the following counties: **Licensed Physical Therapist and physical therapy assistants**— Northampton County and possibly in the other service areas which include Halifax and Warren County if agreed upon by the provider.
- N. The provider and agency will communicate on a regular basis, (at least weekly), and patient communications will be documented. The provider will be notified of referrals via telephone, encrypted e-mail, and/or fax.

2. Agency's Responsibilities. The Agency shall:

- A. Retain full responsibility for acceptance of new patients and assignment of patients to Provider.
- B. Review and monitor all Services for care coordination, supervision and evaluation in accordance with its clinical record review and quality assessment and improvement procedures. Agency shall have the overall responsibility for maintaining the quality of their services provided to patients and insure that the Provider upholds his responsibilities under this Agreement.
- C. Retain ownership of all records and other documents relating to those patients for whom Provider renders the Services, and Provider acknowledges he has no rights to claims or an ownership interest in such records.
- D. Incorporate the Provider's clinical and progress notes into the patient's medical record maintained by the Agency and give the Provider access as needed to medical records for patients for whom Provider renders services.
- E. Orient the Provider's staff to the Agency's policies, procedures, operations and OSHA/infection control procedures, and inform the Provider of any changes in the Agency's policies and procedures.

3. Compensation. Agency shall pay Provider, as sole and exclusive compensation for all Services provided pursuant to this Agreement, the sum of \$60.00 per visit for licensed physical therapy and licensed physical therapy assistant visits, which includes travel time, patient care, and documentation. For an initial OASIS comprehensive assessment and a reassessment performed by the physical therapist, the Agency shall pay Provider, as sole and exclusive compensation for all services the following sums: electronic records: \$115.00, paper records: \$105.00; OASIS discharge electronic records: \$105.00, paper discharge records: \$80.00.

4. Term and Termination. The term of this Agreement shall be one year, beginning September 1, 2016 and ending on August 31, 2017. This Agreement may be renewed for additional periods upon consent of both parties, which consent shall be memorialized in writing and executed by both parties. Notwithstanding the above, either party may, in its sole discretion, with or without cause, terminate the Agreement at any time upon thirty (30) days written notice to the other party. In addition, Agency may terminate this Agreement at any time upon the occurrence of any of the following events:

- A. Provider fails to maintain the qualifications specified by this Agreement, or
- B. Provider fails to maintain professional liability insurance as required by this Agreement, or
- C. Upon the bankruptcy, insolvency or dissolution of the Provider, or
- D. Provider breaches any other term or condition of this Agreement and fails to cure such breach within ten (10) days of receipt or written notice of the breach.

5. Relationship of Parties.

- A. Provider acknowledges recognizes and defines himself as being an independent contractor of the Agency and not an employee or agent thereof, and shall at no time hold himself out as an employee or agent of the Agency.
- B. Neither party shall solicit any person for employment or services or discuss with any person potential employment or provision of services while such person is an employee on active status with the other party without the express written permission of the employing party. In addition, neither party shall employ or contract for

services with any former employee of the other party without the party's express written permission until a period of two (2) years has lapsed from such former employee's last date of employment in active status.

6. Indemnification and Insurance.

- A. Indemnification. To the extent allowed by law, Agency and Provider shall indemnify and hold harmless one another from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs and expenses, including reasonable attorneys' fees and costs of settlement, which either party may suffer, sustain or become subject to as a result of any act or omission of the other party or the other party's officers, employees, agents or servants in performing its duties hereunder.
- B. Insurance. Provider shall procure and maintain insurance of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate for professional liability, and shall maintain comprehensive general liability and such other insurance as shall be necessary to insure Provider and Provider's employees against damages arising from the duties and obligations of this Agreement. Copies of certificates of insurance shall be available upon request.

7. Access to Books and Records. Provider agrees as follows: Until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, Provider shall, upon written request, make available to the Secretary of HHS, the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, this Agreement and such books, documents, and records as may be necessary to certify the nature and extent of the cost or value of services to be performed by Provider thereunder, including but not limited to the records and reports required to be maintained by the Provider.

8. Compliance with Laws

- A. It is understood and agreed upon between the parties that the compensation under this Agreement is consistent with fair market value in arms-length transactions. It is not determined in a manner that takes into account the volume or value of any referrals or business generated or to be generated between the parties, under this Agreement or any other agreement between the parties, for which payment may be made in whole or in part under the Medicare or Medicaid program.
- B. Nothing contained in this Agreement shall require either party or any physician or hospital to admit or refer any patients to the other party or otherwise to use any health care facility or service as a precondition to receiving the benefits set forth herein. It is agreed and recognized that patients have the freedom to choose their health care provider and all patients will be afforded that opportunity.
- C. It is the intent of the parties to conduct their relationship in full compliance with the applicable federal and state laws prohibiting payments for referrals (hereinafter referred to as the "Anti-Referral Laws"). The parties agree that neither will intentionally conduct itself under this agreement in a manner that poses a bona fide risk of violation of the Anti-Referral Laws. If legislation is passed that would hinder either party's ability to obtain reimbursement from Medicare or Medicaid due to any provision of this Agreement, or would prohibit the payment of the compensation under this Agreement, then the parties shall negotiate in good faith to amend this Agreement to attempt to avoid such prohibition in a manner that complies with all applicable laws and regulations.

9. Miscellaneous

- A. **Notices.** All notices, payments and any other communications required to be in writing shall be given either in person or by registered or certified mail, return receipt requested, U.S. postage prepared, addressed as follows:

Agency Name and Address	Provider Name and Address
Northampton Co Home Health Agency PO Box 635 Jackson, NC 27845	Timothy S. Allen, MPT 600 Franklin Street Roanoke Rapids, NC 27870

- B. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of North Carolina to interpretation, construction and performance.
- C. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach thereof.
- D. **Assignment.** The rights and obligations of the Provider under this Agreement, as an independent contractor, relate to specialized personnel services rendered by the Provider and may not be assigned by the Provider without the prior written approval of the Agency. Agency may, in its sole discretion, assign its rights and obligations under this Agreement to any parent, subsidiary, affiliate, or successor entity.
- E. **Amendments.** This Agreement may be amended only by written amendment executed by both parties.
- F. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- G. **Headings.** The headings in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.
- H. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.
- I. **Severability.** If any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- J. **HIPPA Compliance:** In addition to and without limitation of the foregoing, if and to the extent, and for as long as required by the provisions of 45 CFR Part 160 and Part 164 enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) effective April 14, 2003, and as amended from time to time, each health plan, health care clearinghouse and/or health care provider shall appropriately safeguard, in accordance with the HIPPA regulations, all Protected Health Information made available to it by, or obtained by it from another party.
- K. **E-Verify Compliance:** Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any

successor or equivalent program used to verify the work authorization of newly hired employees. Provider certifies that he is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, Provider certifies that to the best of his knowledge, any subcontractors employed by him as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. Provider acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Agency and the County of Northampton, North Carolina are relying on the certifications set forth herein in order to contract with Provider.

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Agreement on the date indicated above.

AGENCY**PROVIDER**

Northampton County Home Health Agency Timothy S. Allen, MPT

By: _____ By: _____

Date: _____ Date: _____

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

Ressie A. Edwards
Northampton County Finance Officer

9-08-16
Date

Manager, Northampton County Date

Chair, Northampton County Board of Commissioners Date

Chair, Northampton County Board of Health Date

Business Associate Agreement

This Agreement is made effective the 1st day of September 2016, by and between Northampton County, North Carolina, by and through the Northampton County Home Health Agency, hereinafter referred to as "Covered Entity",¹ and Timothy S. Allen, MPT hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA (the agreement evidencing such arrangement is titled Agreement between Northampton County, North Carolina, by and through the Northampton County Home Health Agency and Valley Rehab Services, Inc. dated September 1, 2016, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration² of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

I. DEFINITIONS

Copyright©2013 North Carolina Healthcare Information and Communications Alliance, Inc. (NCHICA), no claim to original U.S. Government Works. Any use of this document by any person is expressly subject to the user's acceptance of the terms of the User Agreement and Disclaimer that applies to this document, which may be found at www.nchica.org/HIPAAResources/Disclaimer.htm and which is available from NCHICA upon request.

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

- (a) Business Associate agrees:
 - (i) he is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
 - (ii) in the event he enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;
 - (iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationship¹¹, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA.¹² All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
 - (iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;
 - (v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first¹³, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
 - (vi) to ensure that his Subcontractors to whom he provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected

health information that he creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom he provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that his employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than 10 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410.^{vi} Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; The Business Associate expressly agrees to indemnify, defend, and hold harmless Northampton County Health Department against any and all claims, actions, demands, costs, damages, loss or expense of any kind whatsoever resulting solely from the negligence or intentional wrongdoing of the Business Associate, his agents and/or employees, including but not limited to court costs and attorney fees incurred by the Covered Entity in connection with the defense of said matters; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows^{vii}:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in his capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities^{viii}.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement^{vi}. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that he creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which he becomes aware. Business Associate shall report to Covered Entity any Security Incident of which he becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA.^x In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity^{vi}. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524^{vi}. If Business Associate maintains Protected Health Information electronically, he agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that he will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.^{xiii}

V. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, his agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina^{xv}. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.^{xv}

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

Endnotes:

ⁱ If the agreement is being entered into by a Business Associate and a Subcontractor, the designations of "Covered Entity" and "Business Associate" throughout the agreement should be changed to ensure that the parties to the agreement are appropriately identified therein.

ⁱⁱ In many agreements, this paragraph includes as consideration "Ten and 00/100s Dollars (\$10.00 and other good and valuable consideration." While this is fairly standard contract consideration language, since optional, we have chosen not to include it. The user should make a determination about whether the continuation of the relationship with the vendor and the compliance with amended laws is sufficient consideration and, if not, the user may consider adding the \$10.00.

ⁱⁱⁱ Issues were raised regarding how much specificity is required regarding the types of services to be performed and the types of disclosures which would be allowed based upon those services. If the section in which services are described is not specific, a listing of specific services might be stated here in lieu of a reference to the Agreement section. In addition, if there are no other agreements between the parties through which PHI is exchanged, the second portion of this sentence could be removed.

^{iv} The NPRM issued on March 27, 2002 contained model Business Associate Agreement language which includes a requirement that the Covered Entity provide to the Business Associate a copy of its Notice of Privacy Practices and any amendments, as prepared. This requirement was not included in this document because this was not deemed to be required by the rule and was felt to be potentially onerous to the Covered Entity.

^v Although the rule doesn't require that a Business Associate return PHI at the request of a Covered Entity other than at the termination of their agreement, practical considerations suggest that this inclusion may be helpful to the Covered Entity and its compliance. It has also been suggested that in some cases, requiring a Business Associate to return all PHI prior to termination of the Agreement could make it difficult for the Business Associate to continue to perform the Business Associate's obligations under the Agreement.

^{vi} In some instances, it may be appropriate for the Business Associate to handle Breach Notification. In addition, the Covered Entity may wish to require the Business Associate to pay any expenses associated with any breach caused by the Business Associate.

^{vii} Some Covered Entities may wish to allow a Business Associate to de-identify PHI on the Covered Entity's behalf and, if that is intended, the Covered Entity might include a statement to that effect in this Agreement.

^{viii} This section may not apply if this agreement is used between a Business Associate and a Subcontractor since Business Associates would not have "health care operations."

^{ix} Issues were discussed regarding the level of responsibility which the Covered Entity has for the action/inaction of a Business Associate. With respect to safeguards, a Covered Entity may wish to

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set forth a list of required safeguards, however, it may be asserted that, by setting the level of safeguards, the Covered Entity may incur additional risk.

^x The Covered Entity may wish to provide a specific response time for attempted security incidents versus successful security incidents, and may wish to review the notification requirements contained in the federal Data Use and Reciprocal Support Agreement. In addition, if the Covered Entity wishes to require the Business Associate to pay any expenses related to security incidents caused by the Business Associate, it may wish to include a provision in this Agreement.

^{xi} Covered Entities should note that the HITECH Act modified its requirements for accepting restrictions under 45 CFR § 164.522.

^{xii} Issues were raised regarding whether a Business Associate must provide PHI directly to an individual, or whether access should always be granted only through the Covered Entity. In the event a Business Associate is not required to grant direct access, the suggestion was made that a Covered Entity might wish to require that all access be only through the Covered Entity.

^{xiii} Although the rule does not address injunctions and thus this provision does not refer to injunctions, a Covered Entity may wish to provide that it may seek an injunction for a breach of this Section by a Business Associate.

^{xiv} The Covered Entity may wish to change the applicable state law. In addition, a Covered Entity may wish to evaluate the applicability of other laws to the Business Associate, including state and federal data breach laws and other federal agency requirements such as those issued by the Federal Trade Commission, and include additional language and/or requirements here.

^{xv} A Covered Entity may wish to provide more specific references to sections of existing documentation which are intended to be more restrictive than the terms of this Agreement.

3) Approval of Cure MD Contract



NORTHAMPTON COUNTY HEALTH DEPARTMENT
9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: September 19, 2016
RE: Carolinas IT, Inc. (CureMD.com)

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners approval for an agreement between Northampton County Health Department and Carolinas IT, Inc. (CureMD.com) for the purpose of providing an electronic health records (EHR) system.

FACTS:

1. The Medicaid Electronic Health Records (EHR) Incentive Program will provide incentive payments to eligible professionals as they adopt, implement, upgrade, or demonstrate meaningful use of certified electronic health record technology.
2. Up to \$63,750.00 could be received over a six-year period for participating in the N.C. Medicaid EHR Incentive Program. Participation must begin in program year 2016 to have the opportunity to earn the full incentive payment.
3. This agreement was sent to Scott McKellar, County Attorney, to go through the contract process on May 5, 2016.
4. The agreement was presented to and approved by the Board of Health at their May 12, 2016 meeting.

DISCUSSION:

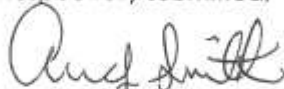
Demonstrating meaningful use of certified EHRs takes time and resources. Eligible professionals can receive financial support from the CMS Medicare and Medicaid EHR Incentive Program. Northampton County Health Department will be eligible to receive up to \$63,750.00 over six years for participating in the N.C. Medicaid Electronic Health Records Incentive Program upon the implementation of the use of electronic health records. This is the last year that the incentive funding will be available. This incentive

money provides funding to purchase and maintain the software. The contract was sent to Scott McKellar, County Attorney, to go through the contract process on May 5, 2016 and was presented to and approved by the Board of Health at their May 12, 2016 meeting.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the agreement between Northampton County Health Department and Carolinas IT, Inc. (CureMD.com) for the purpose of providing an electronic health records (EHR) system.

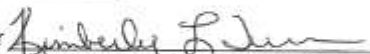
Respectfully submitted,



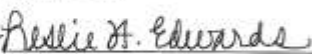
Andy Smith
Health Director

COORDINATION:

County Manager:

Concur 
Concur with Comment _____
Non-concur _____

Finance Director :

Concur 
Concur with Comment _____
Non-concur _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Carolinas IT, Inc.	
VENDOR # _____		Address 1600 Hillsborough Street Raleigh, NC 27605	Contact Bill Adsit
CONTRACT # _____		2	Originals 0 Copies
New Contract Yes _____		Amount \$ 17,899.00 (one time fee)/790.00 (monthly)	
Renewal _____		Date originally approved by the Board of Commissioners _____	
Cost or Material Changes _____			
Original Contract sent to Contract Administrator _____		Date: 5/5/2016	
Originating Department/Individual: John L. White, Acting H.D.		Item or Service: Electronic Medical Records Services	
Department Involved: Health Department		Type of Contract: Contract	
Line Item Budgeted: 115113-544000		Period of Coverage: 5 year contract	
GRANTS			
Board approval for Application		Approved _____	Set _____
Board approval for Acceptance		Approved _____	Set _____
COUNTY ATTORNEY		Date Received: _____	Date Approved: 9/12/2016
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? Finalized 9/12/2016		Signature: [Signature]	
FINANCE AHE		Date Received: 9/14/16	Date Audited: 9/14/16
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received _____	Date Approved _____
COUNTY MANAGER		Date Received 9/14/16	Date Approved 9/14/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board _____		Date Received _____	Date Attested: _____
CONTRACT ADMINISTRATOR			
Attorney _____		Finance _____	Asst Cty Mgr _____
Outside Agency Signatures: _____		Date Sent: _____	Date received: _____
Copies Delivered to Appropriate Departments: _____		ORIGINATING _____ FINANCE _____	
Original to Outside Agency: _____		Date: _____	
File County Original / Add to Database: _____		Date: _____	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action: _____		Date: _____	
		Initial: _____	

THIS License and Services Agreement (this “**Agreement**”) is made as of the day of your signatures on the CureMD Proposal (the “**Effective Date**”), between CureMD.com, Inc., a New York corporation (“**CureMD**”, “**CureBilling**”, “**We**”), and Northampton County Health Department (“**Licensee**”, “**You**”). You and CureMD are collectively referred to as the “**Parties**.”

CureMD EHR is CCHIT 2011 certified in supporting physicians and medical practices and fully meets or exceeds the Meaningful Use Criteria specified in the American Recovery and Reinvestment Act 2009 (ARRA). CureMD EHR includes integrated e-prescribing and supports current interoperability eRx, PQRI incentive and Meaningful Use incentive payments. If CureMD EHR does not get certified or fails to meet the criteria within 3 months of the certification becoming available, CureMD will refund maintenance fees for the time during which it remains uncertified after the expiry of the 3 month period.

In consideration of the rights and benefits that they will each receive in connection with this Agreement, the parties, intending to be legally bound, agree as follows:

1) Definitions: For the purposes of this Agreement, the terms set forth in this section have the meanings assigned to them below. Terms not defined below (whether or not capitalized) have the definitions given them in HIPAA, unless the context requires otherwise

“**Accounting Log**” means accounting records compiled and maintained by CureMD regarding the usage of the Program by the Licensee, which records may include, for example, a schedule of the times at which a Program was used by the Licensee and /or the amount of time any given Authorized User used the Program or any portion thereof.

“**Agreement**” means this License Agreement (paper or electronic) or any amendment thereof.

“**ASP**” or “**Application Service Provider**” or “**Subscription**” means the delivery of Applications over the Internet via a standard set of communications protocols as warranted by this Agreement.

“**Authorized User**” means you and those members of your Workforce who are individually authorized by you and CureMD to have access to CureMD Programs and Services to assist you in providing treatment and obtaining payment for treatment, and to whom we have assigned a unique identifier for access to the CureMD Programs and Services.

“**Confidential Information**”, means any information concerning our business and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, trade secrets, workflows, customers, source code, data models, marketing plans, methods of operation, financial information, and other information disclosed or submitted, orally or in writing, or through the licensed programs and services or by any other media from one party to another pursuant to this Agreement or any other information that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. Confidential Information shall not include information that we make publicly available or that becomes known to the general public other than as a result of a breach of an obligation by you. Confidential Information does not include individuals’ health information.

“**CureMD Information**” means Reference Information and all documents, communications, emails, training materials, online help, user manuals, reports, analysis and other material prepared, created or transmitted by CureMD to the Licensee.

"CureMD Materials" means all software, Program, Updates and copies of all or portions thereof (including demonstration copies), user Manuals, and other documentation provided by, or on behalf of, CureMD to the Licensee including CureMD programs, subscription, services, and all files, data, and other materials and information provided through or as part of this agreement.

"CureMD Program and Services" means all parts of the solution delivered other than third party and Sub-licensed Programs. However, "Programs and Services" or "Programs", "Software" shall include CureMD Programs and or Services and third party programs and or services. Your indemnification, confidential information and intellectual property obligations hereunder are for CureMD Programs and Services as well as third party programs and services. "Hosted Applications" shall also mean both CureMD and third party programs and services.

"De-identified Information" means information that has been de-identified in accordance with the provisions of the Privacy Rule, and "De-Identify" means make information into De-Identified Information.

"Equipment" means the operating system, hardware, software and networks on or through which the CureMD programs are used or accessed by the Licensee Software Support and Maintenance includes telephone support and product upgrades and content usage for drug database and Drug Interaction checks, ICD and CPT upgrades, e-mail and fax support, patch upgrades and any other auxiliary activities that may be conducted to facilitate the use of the CureMD Software and Services covered under this Agreement.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.

"New Product" means any software program or other products, subscription or services, other than Programs or Updates which CureMD provides to its customers. CureMD may charge a separate fee for any New Product as specified or determined by CureMD in accordance with the applicable rates.

"Policies and or Procedures" means our rules, regulations, policies and procedures for access to and use of the CureMD Programs and Services including third party programs and services, as changed from time to time and as made available or communicated to You in writing, or posted electronically..

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

"Services" means any and all services that You request and or CureMD deliver.

"Term" means the initial term and all renewal terms of this Agreement.

"Full Time Provider" means any provider that works more than 2 days a week and has a valid National

Provider Identifier (NPI), including but not limited to Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwives, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, care managers, care coordinators and Podiatrists employed by or under contract with Licensee to provide healthcare services. Each Full Time provider may be provided a maximum of five (5) non-provider licenses free of cost. Additional non-provider licenses shall be charged at \$100/user per month.

“Optional Services” means additional services that CureMD may offer to license-holder of CureMD Programs from time to time.

“Part Time Provider” means any provider that works 2 days or less per week. Licensee must have a minimum of one (1) Full Time provider in a practice. If the Provider increases the number of days worked, Licensee will be required to purchase a full time provider license and pay the increase in license fees. Non-provider licenses for Part Time providers shall be charged at \$100/user per month. CureMD may conduct an audit at any time, and if the provider is found to be working more than 2 days per week then the Licensee must purchase the full time license and will incur a 10% penalty on both the license fee, support and maintenance. All fees / penalties will be retroactive. If the practice has Part Time providers only, then the first Part Time provider will be considered as a Full Time Provider.

“Non-Provider License” means a limited license for any personnel employed by or under contract with Licensee who do not have a National Provider Identifier (NPI), including but not limited to office managers, nurses, secretaries, or other administrative staff.

“System” means the Licensee’s computer system in which Programs are installed, including allied Equipment, programs, and related optional software, hardware and or auxiliaries.

“Updates” means any changes, enhancements or modifications to a Program, documentation, services, and materials that are provided by CureMD to Licensee. The determination of whether or not to issue a change, enhancement or modification or to designate any change, enhancement or modification as an Update shall be, in each case, made solely by CureMD. Updates do not include new Products, materials, services, documents or major enhancements and or early release versions of any new or existing products and services.

“User” or “End User” means you and any other user of the Programs and Services authorized by you.

“User Manuals”, means the documentation, and materials that accompany any Program and are published and distributed by or on behalf of CureMD to the Licensee from time to time.

“Workforce” means employees and agents of Licensee and independent contractors.

“Website” means the website accessible from the URL <http://www.curemd.com> or other CureMD domains.

“Your Health Information” means health information that you or your Workforce or other Users enter into the CureMD Programs.

"Your Site" means the location you provided us upon registration, and such other location or locations as we may approve from time to time.

2) **License:** CureMD grants and Licensee accepts a non-exclusive, non-transferable, limited license for the registered users to access and use the functionality of CureMD Programs and Services during the term, subject to your full compliance with the terms and conditions set forth in this Agreement and with our Policies and Procedures. The Licensee shall not permit any other person or entity to access or use the Programs. The Programs shall be used with Equipment comparable in operation to the recommended operating system, hardware types and network settings and peripherals as recommended by CureMD from time to time.

The Licensee acknowledges and agrees that the Programs and other CureMD Materials are licensed solely for the internal use of Licensee organization in clinical operations and administration in the ordinary course of business in the United States of America. The Licensee may not use the Programs or other CureMD Materials for any other purposes, such as use to provide data processing services to other health care organizations, integrate with other third party solutions or services or embed, include additional services in any circumstances without prior written authorization from CureMD and or cause to exhibit software, programs, documentation or materials. Additionally, You will not: (a) use the CureMD Programs and Services or any portion thereof for time-sharing, rental or service bureau purposes including without limitation use methods, applications, techniques, efforts to develop functionally similar Software and or workflows/design/functionality or permit any third party to do any of the foregoing. You agree to not grant access to any Third party for any purpose whatsoever without the prior written consent of CureMD; (b) make the Programs and Services, in whole or in part, available to any other person, entity or business; (c) sell, sublicense, lease, permit, transfer, copy, reverse engineer, decompile or disassemble the Programs and Services, in whole or in part, or otherwise attempt to discover the source code to the software used in the Programs; or (d) modify, alter, integrate, combine the Programs and Services or associated software with any other software or services not provided or approved by us. You have and will obtain no rights to the Programs and Services except for the limited rights to use the Programs and Services expressly granted by this Agreement.

Except as expressly provided herein, each Sub-licensed Program may be used solely with, or as part of, for the purpose of running the Program(s) and for no other purpose. In addition to the terms and conditions set forth in herein, the use by the Licensee of each Sublicensed Program shall be governed by the additional terms and conditions applicable to such Sub-licensed Program set forth herein. The Programs may only be used by the Licensee in the territory of the United States of America, unless otherwise agreed upon in writing by the mutual consent of the parties to this Agreement.

The Programs and Services include certain third party software and services, which may require that you enter into separate subscription or licensing agreements with third party vendors. You agree to execute such agreements as may be required for the use of such software or services, and to comply with the terms of any license or other agreement held by us, relating to third party products included in the CureMD Programs and Services.

The parties may add to this Agreement the license of New Programs, or Programs for installation on additional file servers by execution of additional Program Reference Schedule and payment by the Licensee of the Subscription fees and other additional subsequent fees as may be agreed upon by both the parties. All such amended or additional schedules shall be executed by the Licensee and delivered to

CureMD, and shall become effective upon acceptance and execution by CureMD upon the payment of initial and additional fees.

3) **Hosting and Access Control:** Subject to the terms and conditions of this Agreement, if you are signing up for Client Web Server version of the Programs, you will locally host them on your own servers, and will make it available to CureMD via the Internet or physically for regular CureMD Application level support and maintenance and for verifying compliance with CureMD policies and the terms and conditions hereof.

However, if you are signing up for the ASP version of the Programs, CureMD will: (a) make the Hosted Applications and allied services available to Licensee via the Internet on an ASP basis; (b) make the Documentation for the Hosted Applications available to Licensee; and (c) provide to Licensee a URL, user name, password and other information required to use the Application.

Licensee will not on a unilateral basis withhold, deny, delay or interrupt CureMD's access to the hosted Servers and/or application. Licensee shall use the CureMD Applications for lawful purposes and in compliance with applicable laws. Licensee shall be responsible for all uses of CureMD Programs by its Users regardless of whether such use is authorized or not by the Licensee or CureMD.

CureMD Applications are provided for use in conformance with the terms and conditions hereof. If CureMD becomes aware of possible violations, CureMD may initiate an investigation including gathering information from Licensee and examination of material and the data logs.

During the investigation, CureMD in its sole and absolute discretion, may suspend access to CureMD Programs and/or remove the content or other material. If CureMD determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including without limitation, permanent removal of the content on CureMD Programs, or any portion thereof, along with issuance of warnings to Licensee and/or suspension/termination of this Agreement and application access.

- a. Licensee shall be solely responsible for: (i) procuring, at its expense, the necessary environment at the Licensee's location(s) to use the Hosted Applications via the Internet or otherwise, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "Licensee Systems"); (ii) complying with all laws, rules and regulations related to the Licensee's use of its Systems and the licensed Programs and services hereunder; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) maintain recommended information security tools, technologies, fire walls, antivirus, spy wares, etc. and other technical and administrative precautions to preserve and protect the protected health information (PHI); (vi) obligations under any third party agreements to which Licensee is a party, including, without limitation, any agreement pursuant to which Licensee procures the Licensee Systems or any portion thereof, regardless of whether CureMD provides Licensee with any assistance in such procurement; (v) in case Licensee requests the Revenue Cycle Management Services (Medical Billing services, CureBilling), Licensee shall be responsible for provider credentialing, patient billing, customer service, and other responsibilities mentioned in the Revenue Cycle Management exhibit to this Agreement; (vi) acquiring adequate system know-how in order to correctly use Programs and Services and

follow CureMD and its Licensors' verbal and written guidelines, policies, education material or procedures in regard to the use of Programs and Services as well as recommended workflows related thereto.

- b. Permitted Uses: Subject to the terms of this Agreement, we authorize you to access and to use the Programs and Services for treatment and for obtaining payment for treatment, and for other purposes expressly authorized in our Policies and Procedures and or other communication from us in writing; provided that, except as expressly authorized in our Policies and Procedures, (i) you may access only information pertaining to individuals with whom you have a treatment relationship or for whom a provider who has a treatment relationship with has requested a professional consultation from you, or from whom you have received authorization to use their health information; and (ii) you may use only the minimum necessary information for payment purposes. You agree that you will not access or use the Programs and Services for any other purposes. In particular:
 - i. You will not reproduce, publish, or distribute content in connection with the programs and services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;
 - ii. You will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities and other mediums to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;
 - iii. You will not: (a) abuse or misuse the Programs or the Services, including gaining, facilitating or attempting to gain unauthorized access to the programs or services; altering or destroying information in the programs except in accordance with accepted practices; (b) use the Programs or Services in such a manner that interferes with other Users' use of the System; or (c) use the Programs or the Services in any manner that violates this Agreement, our guidelines or those of concerned third parties and or our Licensors and or our Policies and Procedures. You are solely responsible for requesting and obtaining the relevant guidelines on your own.
 - iv. You acknowledge and agree that the programs and services, materials, and subscription/access provided hereunder or any other agreement or addendum thereof by CureMD or its licensors are not intended to be used as diagnostic tools or to provide medical diagnoses or determinations and the Licensee and its authorized users accept all the risk and are solely responsible for using due care and exercising their independent professional judgment with regard to patient examination, diagnosis, and treatment.
 - v. You will be responsible for ensuring that your authorized users follow proper procedures required by law and by good professional medical and data handling practice with regard to the form of patient records, consents to treat or disclose, and use of release of data. You acknowledge that in the event that license fees are not paid within thirty (30) days of when due, without limitation of CureMD rights to take actions, the licensed programs may automatically convert to read only mode until the delinquent license fees together with CureMD's standard late payment fees and reconnect charges are paid to CureMD. CureMD further

reserves the right to disable the Licensee's read-only access to the CureMD products, materials and services in case of continued default of payment within a period of 15 days thereafter.

- vi. You acknowledge and agree that You are solely responsible for ensuring that each authorized user is aware of the material terms of this agreement, and that no person who is not an authorized user be allowed access to the CureMD programs, related documents, and training materials etc. Authorized CureMD resellers are not authorized to execute any agreement on behalf of CureMD or otherwise bind or commit CureMD in any respect. Any agreement so executed on behalf of CureMD will be null and void.

c. **Safeguards:**

- i. You will be solely responsible to implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Programs from unauthorized access, use or alteration or using a User ID assigned to you or a member of your Workforce. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not you are otherwise subject to HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your Workforce to transmit, store and process electronic health information through the use of the Programs and Services.
- ii. Compliance: You will immediately notify us of any breach or suspected breach of the security of the Programs and Services of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Programs and Services, and you will take such action to mitigate the breach or suspected breach as we may direct, and will cooperate with us in investigating and mitigating the breach.

You will comply with the terms of this Agreement, our Policies and Procedures, guidelines, including third party policies and procedures as applicable to you, and all applicable laws, rules and regulations. You will be solely responsible for the use of the Programs and Services by you and your Workforce, and to the extent allowed by law, shall indemnify us and hold us harmless from any claim, cost or liability arising from such use and caused by you, including reasonable attorneys' fees.

- iii. User Identification: We authorize you and your Authorized Workforce to use the User IDs assigned to you by us. You acquire no ownership rights in any User ID, and User IDs may be revoked or changed at any time in our sole discretion. You will adopt and maintain reasonable and appropriate security precautions for User IDs to prevent their disclosure to or use by unauthorized persons. Each member of your Authorized Workforce shall have and use a unique identifier. You will use your best efforts to ensure that no member of your Workforce uses a User ID assigned to another person.
- iv. No Third party Access: Except as required by law, you will not permit any third party (other than your Authorized Workforce) to have access to the Programs and or Services without our prior written agreement. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Programs and Services. You will cooperate fully with us in connection with any such demand.

- v. Your Workforce: You may permit your authorized Workforce to use the Programs and Services on your behalf, subject to the terms of this Agreement. You will obtain a unique User ID from us for each member of your Authorized Workforce; train all members of your Authorized Workforce in the requirements of this Agreement and the guidelines and Policies and Procedures relating to their access to and use of the Programs and Services, and ensure that they comply with such requirements; take appropriate disciplinary action against any member of your workforce who violates the terms of this Agreement or the guidelines, Policies and Procedures; ensure that only you and your Authorized Workforce access the Programs and Services from Your Site; immediately notify us of the termination of employment of any member of your Authorized Workforce, or of your withdrawal of authorization for any such person to access the Programs and Services.
 - vi. Compliance with Law: You are solely responsible for ensuring that your use of the Programs and Services (including making health information available through the Programs and Services) complies with applicable law. You will not undertake or permit any unlawful use of the Programs and Services, or take any action that would render the operation or use of the Programs and Services by us or any other User unlawful. We offer no assurance that your use of the Programs and Services under the terms of this Agreement will not violate any law or regulation applicable to you.
 - vii. Professional Responsibility: You will be solely responsible for the professional, advisory, analytical and technical services you provide. We make no representations concerning the completeness, accuracy, availability or utility of any information in the Programs and Services, or concerning the qualifications or competence of individuals who placed it there. We have no liability for the consequences to you or your patients of your use of the Programs or Services.
 - viii. Cooperation: You will cooperate with us in the administration of the Programs and Services, including providing reasonable assistance in evaluating the Programs and Services collecting and reporting data requested by us for purposes of administering the Programs and Services.
- 4) **Term of License**: The term of license for CureMD program shall commence from the date of first signature provided under the Subscription Proposal and shall continue for the period of time as specified in the Subscription Proposal. Either party can give notice of non-renewal, at least 90 days before the expiration of the first term, at its sole or absolute discretion, without cause and without stating any reason thereof.
- Licensee may terminate this license on a 60 (sixty) days written notice if CureMD materially breaches any provisions of this Agreement, and such breach has not been cured after notice of the same within such 60 day period, and not otherwise.
- i. Modification: We may change the Programs and Services by providing you not less than thirty (30) days' written or electronic notice, and the terms under which they are provided to you (including terms set forth in this Agreement) at any time.

Upon receipt of such a notice or notification of the change in the terms of the Agreement

electronically provided within the Programs or in writing you may terminate this Agreement by giving written notice to us on or before the effective date of the change. You agree that your failure to give notice of termination prior to the effective date of the change in Programs and Services or acceptance of the change in the terms and conditions of this Agreement by pressing 'I Agree' Button in the CureMD Programs or receipt of the notice of the change in the terms and not objecting to the same prior to the effective date of the change constitute acceptance of the change, which shall thereupon become part of this Agreement.

- ii. Termination, Suspension or Amendment as a Result of Government Regulation: Notwithstanding anything to the contrary in this Agreement, we have the right, on notice to you, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law, or would jeopardize its tax-exempt status.
- iii. Judicial or Administrative Procedures: We may terminate this Agreement immediately upon written notice to you if: (a) you are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) a finding or stipulation that you have violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (c) you are excluded from participation in a federal or state health care program.
- iv. Insolvency or Bankruptcy: Licensor shall also have the right to immediately terminate the license if the Licensee discontinues business, or becomes insolvent, or if any action relating to the bankruptcy or insolvency of the Licensee is instituted.

Suspension of Access: We may suspend access to the Programs or the Services by you or any member of your Workforce immediately pending your cure of any material breach of this Agreement, or in the event we determine in our sole discretion that access to or use of the Programs or Services by you or the member of your Workforce may jeopardize the Programs or Services or the confidentiality, privacy, security, integrity or availability of information within the Programs and or Services, or that you or the member of your Workforce has violated or may violate this Agreement or our Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Programs and or Services with any User ID assigned to you or a member of your Workforce. We may terminate the access of any member of your Authorized Workforce upon termination or change in status of his or her employment with you. Our election to suspend the Services shall not waive or affect our rights to terminate this Agreement as permitted under this Agreement.

This Agreement and the rights granted are effective until terminated. Licensee's rights under this Agreement will terminate automatically without notice from CureMD if Licensee materially breaches any terms of this Agreement. Sections which by their terms contemplate survival will survive any termination of this Agreement.

As explained earlier, CureMD reserves the right to update the terms of this Agreement from time to

time and acceptance to the updated agreement shall be secured either electronically or on paper at the sole discretion of CureMD. The latest copy of the Agreement may be downloaded from within the CureMD Programs at any time or may be requested via fax or email.

Upon the effective date of termination of this Agreement, for any reason, the Licensee shall promptly:

(i) Return and deliver to CureMD all the CureMD Materials, documents, and manuals; (ii) Discontinue use of CureMD Programs, subscription and services; destroy copies of programs, materials, documents and manuals on the Licensee's System; (iii) Immediately render all sums and payments for all billed and unbilled invoices due and owing to CureMD the fees for the balance of the Term upon termination; (iv) In the event of termination for any material default or breach by the Licensee, pay to CureMD all expenses incurred by CureMD in the form of damages, additional costs and legal expenses, including reasonable attorney and expert fees; (v) Remove all software provided under this Agreement from your computer systems, cease to have access to the Programs and or Services, and return to us all hardware, software and documentation provided by or on behalf of us.

The foregoing rights and remedies of CureMD shall be cumulative without limiting any other additional rights and remedies available to CureMD at law, in equity or otherwise. If this Agreement is terminated for any reason, the rights of the Licensee arising under the Agreement shall terminate with immediate effect but:

(i) The obligations of the Licensee (other than those set forth in Sections 5 and other applicable sections of this Agreement); (ii) Any liability for unpaid license fees as well as any breach by the Licensee of any term or provision of this Agreement arising on or prior to the date of such termination, shall survive such termination.

Return of your Practice Data: If you decide to leave CureMD service, upon your request and at your expense, CureMD will make the copy of its database available to you in an industry standard format which allows your understanding and use the data. Unless you demand your practices data including patient records within 3 months of termination or expiration of this Agreement by paying the then applicable data transfer fees not to exceed \$3000 to CureMD, CureMD will not be liable to maintain such data on its own and shall destroy the data in accordance with the provisions of HIPAA. The Practice Data shall include complete medical records, patient demographics, patient insurance, list of all insurance plans, future provider and resource appointments, referring doctors, and fee schedules. Once the data is transferred to you and CureMD destroys the data in accordance with the provisions of HIPAA, the sole liability and responsibility as to your practice data including patient records rests with you.

Data Access: If there are disputes between CureMD and you, which have not been resolved through normal notice and cure resolution steps, including payment default, we reserve the right to immediately suspend or terminate your access until the default is cured.

DURING THE TERM OF THIS AGREEMENT AS WELL AS AFTER THE EXPIRATION OR TERMINATION HEREOF AND REGARDLESS THE CAUSE OF TERMINATION, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD CUREMD HARMLESS FROM AND AGAINST ANY CLAIMS, DAMAGES, COSTS, LOSSES AND EXPENSES THAT YOU OR ANY THIRD PARTY MAY INCUR AS A RESULT OF (I) YOUR INABILITY TO CLAIM THE DATA WITHIN 3 MONTHS OF TERMINATION OR EXPIRATION OF THIS AGREEMENT REGARDLESS OF THE CAUSE OF TERMINATION, UNLESS SUCH INABILITY IS CAUSED BY CUREMD; OR (II) SUSPENSION, TERMINATION OR CHANGE OF YOUR ACCESS TO PROGRAMS AND SERVICES, UNLESS CUREMD WRONGFULLY, WITH GROSS NEGLIGENCE,

SUSPENDS, TERMINATES OR CHANGES ACCESS TO THE PROGRAMS AND SERVICES.

For purposes of software modifications, improvements and debugging, CureMD, its Licensors or agents have the right to enter your database at any time. This access to your information will be strictly for the purposes mentioned herein, and in full compliance with HIPAA regulations.

Additional Data Storage Space: The basic CureMD subscription comes with 5 gigabytes of free space. In case additional Data Storage space is required by you, CureMD will provide that additional space at an additional charge (Additional Data Storage Fees). CureMD reserves the right to implement guidelines concerning Data Storage Space and Service, and update those guidelines as needed. Your continued use of the Data Storage Space constitutes your acceptance of the then current guidelines.

5) **License Fees:** In case you are the client of the ASP version of the Programs, beginning on the Effective Date, you will pay directly to CureMD the monthly subscription fee in advance as specified in the CureMD Proposal. In case you are the client of the Web Server version of the Programs, beginning on the Effective Date, and on each anniversary thereafter, Licensee will pay directly to CureMD the cumulative Monthly License Fee then in effect as determined and specified by CureMD, in advance, for the license of each CureMD Program and Services for the following twelve months as specified in the CureMD Proposal. The Effective Date of the monthly subscription or yearly maintenance period shall be the day your account is activated through the implementation portal. The amount of the License and Subscription Fees and or other CureMD service charges may be changed by CureMD, from time to time, in accordance with CureMD's then current general pricing policies for CureMD Programs and Services.

Price revisions will be notified through the advance monthly invoices. In case Licensee does not agree to such revisions, Licensee may return the invoice marked "not acceptable" to initialize the early termination as per the termination procedure given herein.

The fee for subscribing to the Services ("Subscription Fee") is set forth in the Subscription Proposal. The Subscription or License Fees shall be determined on the basis of the number of Registered Providers authorized to use the Product, each of whom shall be registered (each, a "Registered User.") The Products may contain embedded controls limiting user log-on to the number of Registered Providers and such counters may interfere with use of the Products beyond the number of Registered Providers licensed. Office managers, secretaries and Nurses (not Nurse Practitioners) practicing directly in conjunction with a licensed provider do not require a separate license. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore and payment must be made in U.S. Dollars. CureMD will assess Licensee a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense. Nothing mentioned herein will limit any additional rights and remedies available to CureMD at law, in equity and / or otherwise arising due to the default of payment by the Licensee. Additional third party programs, network access, connectivity solutions, subscription services, tools, knowledge bases, data bases and libraries, etc. whether provided separately or within CureMD Program will be subject to additional charges, and their use shall be subject to the acceptance of their individual terms and conditions by the Licensee which will be communicated to Licensee from time to time. A reconnection fee equal to one (1) month's Subscription Fee shall be charged to re-establish connection after termination due to non-payment.

If Licensee adds one or more Registered Users to its practice, the software counters shall be adjusted to permit such Registered Users to use the Software, upon payment of additional License Fees at the rate specified herein, or the then-current rate, including any Support and Maintenance fees calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the year in which the provider(s) is added. If Licensee loses one or more Registered Users, there shall be no change in the

License Fees.

Licensee acknowledges and agrees that there shall be no refunds under this Agreement for any reason, any service delivered or scheduled to be delivered, whatsoever, including termination of this Agreement regardless of the cause of such termination. In case Licensee requests early termination for any reason whatsoever, Licensee shall be liable the early termination penalty mentioned in the Subscription Proposal.

This will cover all internal and third party costs that CureMD incurred for the creation and functioning of Licensors account for the agreed upon term hereof, and other out of the pocket expenses related thereto.

Licensee also agrees to pay, at our then current rates, for all additional products, features, or services that Licensee requests from CureMD. Licensee also agrees to pay, at our then current rates, for all products, features or services that Licensee requests from CureMD and that are not included in our standard product and services ("Miscellaneous Charges"). CureMD will notify Licensee of the applicable Miscellaneous Charges before performing services or providing features and or products to which a Miscellaneous Charge will apply. The Miscellaneous Charges may change from time to time. Current fees and charges may be obtained by calling 718-360-0597.

6) Bug fixes and Updates: So long as the subscription for a Program is in effect, subject to the timely payment of CureMD fees and dues, the Licensee will be entitled to receive bug fixes available to other CureMD customers for that program version. CureMD may issue Updates/upgrades from time to time and will specify, in its sole discretion any costs that may be associated with the updates so issued. Updates, if issued, may apply to selected Programs, modules, features, or platforms, as may be specified by CureMD from time to time.

In case of payment default, the issuance of updates may be stopped and CureMD may specify any other service charges in addition to the clearance of outstanding subscription/service charges, financial charges etc., and there may be additional charges for the resumption of services and updates. Major product updates requiring migration of key business processes or data elements or templates and/or other configuration will be charged as per the standard development rates by CureMD. CureMD shall retain sole editorial discretion with respect to the licensed programs and services and the information contained therein and retain the right to revise, supplement or discontinue the licensed programs and services or any portion thereof or information contained therein.

7) Support Services: CureMD shall provide Licensees with telephone support for the Software during business hours, which are 7:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays (the "Business Hours") subject to: (i) timely payment of CureMD invoices and support fees, and (ii) Licensee's compliance with its obligations under this Agreement. Upgrades, maintenance and phone support is provided for Client hosted installations for a 20% charge of the accumulative license fee of all Providers plus the base system cost. Extended support shall be available at the request of the Licensee at the rate of \$250 per hour. Licensee agrees that all timings and costs, specified herein, may be changed at the discretion of CureMD without any prior notice to the Licensee.

8) Communication: Licensee will obtain, and at all times maintain, a Telnet/pcAnywhere

connection and other peripherals/communication platforms, as may be required by CureMD, to initiate communications with, and receive communications from, CureMD. Licensee will arrange for such Programs and or peripherals/communication platforms to connect with CureMD system when required. Licensee authorizes CureMD and its staff to send and receive electronic communications through such communication platforms for the following purposes:

(i) To send or receive e-mail communications; (ii) To modify or provide Updates to any software Program; (iii) To maintain the Accounting Log; (iv) To perform maintenance or support services; (v) To verify the list of CureMD Authorized Users; (vi) To monitor functionality of the Programs; (vii) In each case with prior consent of the Licensee, to retrieve Reference Information (as hereinafter defined).

All charges, such as for example, installation, usage, maintenance and outgoing toll charges for the modem telephone line and above mentioned communication platforms shall be at Licensee's expense.

9) System Monitoring, Compliance, Taxes and other Guidelines: CureMD reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by applicable laws or regulation, to operate its System properly, or to protect itself or others. It is not CureMD's intention that the Services, System or CureMD's facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law.

It is Licensee's responsibility to ensure that its usage of CureMD at all times remains compliant with all applicable Federal, and State laws, rules and regulations. Licensee shall, to the extent allowed by law, indemnify and defend CureMD for any claims, suits, losses or actions against CureMD arising from, related to or in connection with any violation caused by Licensee of the Communications Decency Act, and other applicable State, Federal law, rules and regulations.

Licensee agrees to use or disclose any Individually Identifiable Health Information (IIHI) obtained or sent through the licensed programs and services including without limitation Surescripts System and or other third party programs, components and services only in a manner consistent with all Applicable Law, including HIPAA and including obtaining any consents or authorizations required to be obtained by such Applicable Law, and that all consents and authorizations will allow disclosure of all data elements transmitted through the Surescripts System whether or not Licensee intends to utilize such data elements.

Licensee will under no circumstances use or allow any use of any data accessed by the Licensee through the Surescripts System other than for the specific purposes identified below:

- i. Patient visit services may be accessed by the Licensee only in connection with the treatment of a specific patient in a scheduled or walk-in outpatient visit or another specific treatment event. Licensee shall not access or attempt to access these services in connection with any inpatient or other acute service or in connection with any institutional service.
- ii. Medication history transaction allows Licensee to request medication history for a specific patient utilizing the National Council for Prescription Drug Programs ("NCPDP") transaction segment syntax then implemented by Surescripts.

Licensee will allow CureMD and/or its licensors including without limitation Surescripts to access,

inspect and audit records of the Licensee relating to the use of the licensed programs and services including Surescripts System, Surescripts Data and data or information provided by Participants (Participants means the data sources, pharmacy benefit manager, health benefit payor or administrator, prescribers health care providers or facilities, pharmacies, information system vendors, or other entities, each of which has entered into a written agreement with Surescripts, or has the right through another entity's written agreement with Surescripts, to access, provide or communicate information through the Surescripts System.)

In the event that CureMD grants Licensee permission to modify any of the CureMD Programs, then Licensee assumes all liability for such modified programs. Licensee hereby acknowledges and agrees that CureMD disclaims all warranties, express or implied, regarding any Licensee-modified programs.

All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and you agree to pay any tax (excluding taxes on our net income) that we may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under this Agreement.

In case of Licensee signing up for any additional feature, product or service with CureMD, the terms and conditions of this Agreement shall prevail and be applicable, and an additional addendum for the pricing of that additional feature, product or service shall be signed.

Licensee is solely responsible for any charges that Licensee incurs to use the Products and Services, such as telephone and equipment charges, and fees charged by third party vendors of products and services.

10) Reference Information & Data Migration: CureMD from time to time may request (by letter, facsimile, or electronic communication) to retrieve information as specified in the request including but not limited to usage patterns, behaviors, trends, error reports, etc. and other information to help improve product and service quality, use the information for staff training, etc. The Licensee shall not unreasonably withhold or delay approval of such requests.

You understand and agree that prior to contacting or allowing CureMD to perform clinical or billing data migration from your previous systems and or databases or to perform any other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives.

CureMD will not be held responsible for any problems arising from third party software installed on your computer by our technicians, you, or other third party. CureMD will not be held liable for lost data due to hardware failure, virus, spyware, corruption or any other situation. If any problems with third party software or hardware arise, it is your responsibility to obtain support from the manufacturer of the product at fault.

Keeping in view the limitations of the online data migration process, in addition to the issues and failures which may result from, including without limitation, non-availability of technical support staff at your practice's location; incompatibilities in data formats; already-corrupted data, you acknowledge and agree that the migration will be at your sole and exclusive risk. You also acknowledge and agree that CureMD assumes no liability or responsibility for any loss or damage of any kind whatsoever arising from or related to this migration including without limitation to incorrect, missing, lost or corrupted data.

Under no circumstances shall CureMD be liable to you or any other person for any damages, including without limitation any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to the services provided by CureMD or out of the installation, de-installation, migration, use of, or inability to use your computer equipment, hardware, peripherals, database, or the network as a result of the services provided hereunder.

11) Indemnity: CureMD, subject to the limitations on its liability set forth in Section 22 and other applicable sections hereof, shall hold harmless and defend Licensee against suits based solely on a claim that the use of licensed program by Licensee in accordance with the terms hereof, infringes on any U.S. patent, copyright or trademark, and the use of such program in such manner is prohibited by a court of competent jurisdiction, provided that Licensee gives CureMD prompt written notice of such suit and gives CureMD full authority, information and assistance to defend such suit, and permits CureMD to control the defense thereof.

However, this indemnity will not apply unless Licensee gives CureMD prompt notice of such claim or action alleging such infringement and has given CureMD full opportunity and sole authority to control the response thereto and the defense thereof, including, without limitation, any agreement relating to settlement. CureMD shall have no obligation to the extent a claim is based upon:

(i) use of any version of program which is altered by, or at the request of Licensee, if infringement would have been avoided by a current, unaltered version; or (ii) combination, operation or use of the program with software and/or hardware not delivered by CureMD if such infringement could have been avoided by not combining, operating or using of the program with such software and/or hardware.

Remedial Measures: If the licensed program becomes the subject of a claim, or if CureMD reasonably believes that use of licensed program may become the subject of a claim, then CureMD may do, at its own expense and option, at least one of the following:

(i) procure for Licensee the right to continue use of the licensed program at no additional cost to Licensee for such right; (ii) replace the licensed program with a non-infringing product; (iii) modify the licensed program so that it becomes non-infringing; or (iv) terminate Licensee's license to such program upon written notice to Licensee, whereupon Licensee shall immediately terminate all further use of the affected licensed program.

In the event of termination, CureMD shall have no liability to Licensee or any other third party concerning their use of such CureMD program except to refund to Licensee a pro rata portion of the License Fees, actually paid to CureMD, and applicable to the remaining term of the Agreement.

No other Remedies Regarding Infringements: THE FOREGOING STATES CUREMD'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY INFRINGEMENT, ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY BY THE LICENSED PROGRAM OR ANY PART THEREOF.

CureMD's indemnification obligations under this Section 11 shall not apply in the event that any of the losses are covered by Licensee's indemnification obligations set forth under Section 19 hereof.

CureMD may from time to time, in user documentation or through other communications, provide the Licensee with recommended procedures for dealing with confidentiality of patient records, with patient informed consent in regard to use and maintenance of patient clinical records, and with other matters relating to patient information. However, CureMD makes no representation or warranty, express or implied, with respect to the legal effect of such recommendations, and the Licensee acknowledges that the Licensee and Licensee's Authorized Users are responsible for ensuring that those procedures required by law and by good professional medical practice are followed with regard to the copies of patient records, consent to treatment or disclosure, and use and release of data. CureMD shall not be liable under the foregoing indemnity or obligations under Section 10 above for claims arising from failure of the Licensee to fulfill such responsibilities and CureMD shall be entitled to assume that the Licensee has fulfilled such responsibilities.

12) Drug Interaction Tool: (For subscriptions that include The CureMD Drug Interaction Tool (the "Drug Interaction Service"), a service provided to CureMD.com by MEDI-SPAN, a part of Wolters Kluwer Health, Inc. ("MediSpan")) Through your use of the Drug Interaction Service, you agree to the terms of this section of the Terms and Conditions of Use. CureMD and MediSpan are not responsible for the results of your decisions resulting from the use of the Drug Interaction Service, including, but not limited to, your choosing to seek or not to seek professional medical care, or from choosing or not choosing a specific treatment based upon the Drug Interaction Service. MediSpan and CureMD do not guarantee the accuracy, timeliness or completeness of the drug information provided through the Drug Interaction Service. CureMD and MediSpan do not endorse drugs, diagnose patients or recommend therapy. The Drug Interaction Service is an informational resource designed to assist licensed healthcare providers in caring for their patients and provide consumers with drug-specific information. The Drug Interaction Service is not a substitute for the care provided by licensed healthcare providers and you are urged to consult with your healthcare provider in all instances. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate. CureMD and MediSpan do not assume any responsibility for any aspect of healthcare services administered or not administered with the aid of information the Drug Interaction Service.

13) Licensee Information: The Licensee warrants that the Authorized Users information provided to CureMD is true and complete and the Licensee will promptly inform CureMD when such information changes thereafter. The Licensee further represents and warrants that each Authorized User is legally bound as Licensee hereunder.

14) Licensee Authority: The Licensee represents and warrants that it has obtained each approval, authorization and consent necessary to enter into this Agreement and perform its obligations, comply with the terms and conditions, and engage in the actions contemplated by this Agreement. The Licensee warrants that to the best of its knowledge no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement. The Licensee agrees that for the term of this agreement and for all succeeding terms, the Licensee shall not enter into any contractual obligations with any CureMD competitors and shall refrain from direct communication with CureMD's competitors regarding CureMD Products and Services, including but not limited to its features, performance benchmarks and any other information not publicly available.

Individuals' Rights: You shall be solely responsible for affording individuals their rights with respect to Your Health Information, such as the rights of access and amendment. You will not undertake to afford

an individual any rights with respect to any information in the Programs and Services other than Your Health Information.

- 15) Relationship of CureMD and the Resellers:** The Licensee agrees and acknowledges the relationship of CureMD and its authorized independent resellers (the "Resellers") is that of an independent contractor. The Resellers do not have any right or authority to bind or assume or create any obligation or responsibility, express or implied, for or on behalf of CureMD, or in CureMD's name. CureMD and the Resellers are not partners or joint ventures and their relationship is not one of employer and Employee, master and servant, franchiser and franchisee, or principal and agent. The Licensee agrees that CureMD is not responsible for any act, omission, failure or damage relating to work or any other matter performed by, or on behalf of, any Reseller for the Licensee, any Authorized User, or any other Person.
- 16) Title:** The Licensee agrees that, as between CureMD and the Licensee, CureMD shall have sole and exclusive ownership of, and all right, title, and interest in and to, the CureMD Materials, including the Programs and Material, and all modifications and enhancements of the Programs or User Manuals (including ownership of all copyrights and other intellectual property rights), subject only to the rights expressly granted to the Licensee under this Agreement. This Agreement does not provide the Licensee with title or ownership of any CureMD Material, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement.

17) Use of Information:

- a. The purpose of the CureMD Programs and Services is to store Your Health Information and (i) to make it available to you and your Authorized Workforce; and (ii) to facilitate the sharing of Individuals' health information among Users and Patients.

You may make Your Health Information accessible to other Users through the Programs and Services for these purposes. You authorize us, as your business associate, to use and disclose Your Health Information as follows, subject to the recipient's agreement to comply with our and our Licensors Policies and Procedures and with applicable laws and regulations relating to the use and disclosure of health information, and subject also to the provisions of Section 18(b).

- b. Provided you allow access and disclosure and do not restrict access for any particular information or patient, we may: (i) permit access to Your Health Information to you, Your Authorized patients and your Authorized Workforce; (ii) permit access to Your Health Information by health care providers and their business associates for treatment; (iii) disclose or permit access to your Your Health Information to health plans, health care clearinghouses, medical groups, independent practice associations and other parties responsible for payment and their business associates for the purpose of obtaining payment for services you provide; (iv) aggregate your de-identified health information with that of other users, and share aggregated information among Users; (v) use Your Health Information for the proper management and administration of the CureMD Programs and Services and our business, and to carry out our legal responsibilities; we may also disclose Your Health Information for such purposes if the disclosure is required by law, or we obtain reasonable assurances from the recipient that it will be held confidentially and used or further disclosed only as required by law

or for the purpose for which it was disclosed to the recipient, and the recipient notifies us of any instances of which it is aware in which the confidentiality of the information has been breached. Without limiting the foregoing, we may permit access to the Programs and Services by our contracted system developers under appropriate confidentiality agreements. (viii) use or disclose Your Health Information for other purposes, as from time to time described in our Policies and Procedures; provided that we will not make or permit any such use or disclosure that would violate applicable law or regulation if made by you or your business associate. Except as provided in subsection 17(b)(iv) and 17(b)(v), and notwithstanding any other provision of this section, we will not use or disclose Your Health Information in any manner that would violate the requirements of the Privacy Rule.

- c. Responsibility for Misuse by Other Users: You acknowledge that in granting access to the CureMD Programs and Services for the purposes set forth in section 17(a) & (b), we will rely on the assurances of the recipients of the information as to (i) their identity and credentials, (ii) the purposes for which they are accessing the CureMD Programs and Services, and (iii) the nature and extent of the information to which they will have access. You acknowledge that, while the CureMD Programs and Services will contain certain technical safeguards against misuse of the CureMD Programs and Services, it will rely to a substantial extent on the representations and undertakings of Users. You agree that we will not be responsible for any unlawful access to or use of Your Health Information by any User resulting from the User's misrepresentation to us, or breach of the User's user agreement or our Policies and Procedures or guidelines including third party guidelines, policies and procedures as applicable on you and your Workforce or Authorized Users.
 - d. Specially Protected Information: We apply the standards of the Privacy Rule in permitting access to the CureMD Programs and Services. You acknowledge that other federal and state laws, rules and regulations impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that you are solely responsible for ensuring that Your Health Information may properly be disclosed for the purposes set forth in section 17(a) & (b), subject only to the restrictions of the Privacy Rule, unless you notify us of restricted access. In particular, unless you notify us of any restricted access, you will: not make available through the Programs and Services any information subject to any restriction on use or disclosure (whether arising from your agreement with the individual or under law), other than the general restrictions contained in the Privacy Rule; obtain any necessary consents, authorizations or releases from individuals required for making their health information available through the Programs and Services for the purpose set forth in section 17(a) & (b); include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Programs and Services; not place in the Programs any information that you know or have reason to believe is false or materially inaccurate.
- 18) **HIPAA; Business Associate Provisions and De-identified Information:**
- a. To the extent required by the Health Insurance Portability and Accountability Act of 1996 and regulations related to privacy promulgated there under (the "Privacy Standard"), and notwithstanding anything to the contrary herein, CureMD will maintain the confidentiality of Protected Health Information or PHI as defined by the Privacy Standard, CureMD will: not use or further disclose PHI other than as permitted or required by this Agreement or as required by law (as such term is defined by the Privacy Standard); use appropriate safeguards to prevent use or

disclosure of PHI other than as provided for by this Agreement; report to Licensee any use or disclosure of PHI not provided for by this Agreement of which CureMD become aware; ensure that any agent, including a subcontractor to whom CureMD provides PHI received from, or created or received by Licensee on behalf of, Licensee agrees in writing to the provisions of this Agreement; mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement; upon expiration or termination of this Agreement, return to Licensee or destroy all PHI received from, or created or received on behalf of Licensee (including all copies thereof) then in CureMD possession or under its control; or if, return or destruction is not feasible, provide Licensee with written notice in which CureMD describes why return or destruction is not feasible and agree in writing to extend the protections of this Section to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible. CureMD agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. The requirements of this Section will survive this Agreement.

- b. Business Associate Provisions: In maintaining, using and affording access to Your Health Information in accordance with this Agreement, we will:
- i. Not use or further disclose the information except as permitted or required by this Agreement or as required by law;
 - ii. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the information;
 - iii. Report to you any use or disclosure of the information not provided for by this Agreement of which we become aware, or any security incident as a result of which we determine that unauthorized access has been obtained to Your Health Information;
 - iv. Ensure that any of our agents or subcontractors to whom we provide Your Health Information for purposes of assisting us in providing the Programs or the Services, agrees to the same restrictions and conditions that apply to us with respect to such information, including the obligation to implement reasonable and appropriate safeguards to protect it (it being understood that other Users of the System are not our agents or subcontractors);
 - v. Make available protected health information in accordance with § 164.524 of the Privacy Rule;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with § 164.526 of the Privacy Rule;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with § 164.528 of the Privacy Rule;
 - viii. Make our internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by us on your behalf

available to the Secretary of the United States Department of Health and Human Services for purposes of determining your compliance with the Privacy Rule; and

- ix. At termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by us on your behalf that we still maintain in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. You acknowledge that it will likely be infeasible to segregate Your Health Information for removal from the System. However, we will provide you with an electronic copy of Your Health Information in the format in which it is produced by our standard procedures for copying or archiving such information. You acknowledge that you may have to purchase proprietary software in order to access such information.

19) Indemnity by Licensee: To the fullest extent permitted by law, you will indemnify, defend and hold harmless CureMD, its Licensors and other users as well as ours and their affiliates and their respective directors, officers, employees, agents and representatives from and against any and all losses, damages, demands, claims, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees) caused by Licensee or its Workforce, sustained by you or CureMD or any third party, at all levels of litigation or other proceeding at any time, arising out of or relating to (i) the use, non-use or misuse of the Programs and or Services provided under this Agreement or any portion thereof by Licensee or its Workforce; (ii) any act or omission including tortious act as well as breach by Licensee or its Workforce of any representations, warranties, obligations, responsibilities or agreements contained in this Agreement; (iii) the modification of the Programs and Services provided under this Agreement or any information contained therein, integration, alteration or the combination of all or part of Programs and or Services with any other software, program, product or device that is not expressly permitted under this Agreement, by or at the request of the Licensee, the user or the Workforce, regardless of whether or not we gave our consent to or performed such combination, integration, alteration or modification; (iv) any personal injury or death sustained by an individual, any third party or another, arising from the Programs and Services provided under this agreement and caused by Licensee or its Workforce; (v) Licensee's violation of federal, state or local laws, rules or regulations that may arise related to this Agreement; (vi) any act or omission (negligent, willful or otherwise) or misconduct by Licensee, its directors, officers, Workforce, employees, contractors, or agents relating to this Agreement; (vii) the actions of any person (who is not agent or employee of CureMD) gaining access to the Programs and Services under a User ID assigned to you or a member of your Workforce; (viii) the use or consumption of Programs and or Services or any part thereof by Licensee or its Workforce not in conformance with CureMD's or its Licensors' guidelines, policies, procedures, recommendations, training/education material; (ix) ignoring standard workflows or following a way other than the recommended procedure/workflow or functionality built into the Programs or non-use of a standard or recommended workflow, functionality etc.; (x) any errors or inaccuracies contained in the patient data or practice data as delivered by Licensee to CureMD; (xi) any

medical treatment, diagnosis, or prescription rendered by Licensee or its agents (including physicians and healthcare professionals); or (xi) the actions of anyone who is not agent or employee of CureMD using a User ID, password or other unique identifier assigned to you or any member of your Workforce that adversely affects the Programs and or Services or any information accessed or any action performed through the Programs and or Services, provided however, you may not enter into any settlement that would admit any wrongdoing by or impose any liability on the part of CureMD, or impose any obligation on CureMD, without CureMD's prior written consent.

20) DISCLAIMER: IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CUREMD, ITS LICENSORS INCLUDING SURESCRIPTS AS WELL AS DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. WE DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SYSTEM.

YOU ACKNOWLEDGE AND AGREE THAT THE FEES AND OTHER CHARGES WHICH CUREMD IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CUREMD OF THE RISK OF CLIENT'S DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES.

LICENSEE AGREES THAT EACH PROGRAM AND EACH OF THE OTHER CUREMD MATERIALS AND SERVICES AND INFORMATION CONTAINED THEREIN OR PROVIDED THEREWITH ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS ONLY, WITHOUT WARRANTY OF ANY KIND, AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, CONDITIONS, REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY AND NONINFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE ARE EXCLUDED BY CUREMD. CUREMD DOES NOT WARRANT THAT THE PROGRAMS WILL MEET THE REQUIREMENTS OF ANY PERSON AND OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, LICENSEE IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE PROGRAMS AND SERVICES OR THE INFORMATION CONTAINED THEREIN, INCLUDING INACCURATE OR INCOMPLETE INFORMATION.

WITHOUT LIMITING THE FOREGOING, CUREMD AND ITS LICENSORS DO NOT WARRANT THE QUALITY, ACCURACY, OR SUITABILITY OF INFORMATION PROVIDED THROUGH THE CUREMD PROGRAMS FOR ANY PURPOSE. THE LICENSEE AGREES THAT CUREMD HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO FUTURE AGREEMENT, REPRESENTATION OR WARRANTY OF CUREMD WITH REGARD TO PROGRAMS OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT SIGNED BY BOTH PARTIES.

SURESCRIPTS USES AVAILABLE TECHNOLOGY TO MATCH PATIENT IDENTITIES WITH THEIR PRESCRIPTION DRUG BENEFIT AND PRESCRIPTION DRUG RECORDS IN ORDER TO PROVIDE PHYSICIANS WITH PATIENTS' PRESCRIPTION DRUG BENEFIT AND MEDICATION HISTORY INFORMATION. BECAUSE PATIENT INFORMATION IS MAINTAINED IN MULTIPLE PLACES, NOT ALL OF WHICH ARE ACCESSIBLE TO SURESCRIPTS, AND BECAUSE NOT ALL PATIENT INFORMATION IS KEPT IN A STANDARD FASHION OR IS

REGULARLY UPDATED, IT IS POSSIBLE THAT FALSE MATCHES MAY OCCUR OR THAT THERE MAY BE ERRORS OR OMISSIONS IN THE PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION. THEREFORE, ANY TREATING PHYSICIAN OR OTHER HEALTH CARE PROVIDER OR FACILITY SHOULD VERIFY PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION WITH EACH PATIENT AND/OR THE PATIENT'S REPRESENTATIVES BEFORE SUCH INFORMATION IS RELIED UPON OR UTILIZED IN DIAGNOSING OR TREATING THE PATIENT. SURESCRIPTS IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER.

CUREMD AND ITS LICENSORS INCLUDING SURESCRIPTS DO NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE LICENSED PROGRAMS AND SERVICES INCLUDING SURESCRIPTS SYSTEM FOR ACCURACY OR COMPLETENESS.

CUREMD AND ITS LICENSORS INCLUDING SURESCRIPTS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE SURESCRIPTS SYSTEM AND OTHER LICENSED PROGRAMS AND SERVICES OF ANY PARTICULAR DATA SOURCE OR OTHER PARTICIPANT. AT ANY TIME, DATA SOURCES OR OTHER PARTICIPANTS MAY BE ADDED TO OR DELETED FROM THE SURESCRIPTS SYSTEM OR MAY LIMIT LICENSEE ACCESS TO THEIR DATA, AND SUCH CHANGES MAY OCCUR WITHOUT PRIOR NOTICE TO CUREMD OR LICENSEE.

THE LICENSEE ACKNOWLEDGES THAT CUREMD: HAS NO CONTROL OF OR RESPONSIBILITY FOR THE LICENSEE'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON; HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY THE LICENSEE TO THE SERVICE.

CARRIER LINES: YOU ACKNOWLEDGE THAT ACCESS TO THE PROGRAMS AND SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD PARTY CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND OUR CONTROL. WE ASSUME NO LIABILITY FOR OR RELATING TO ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

UNAUTHORIZED ACCESS; LOST OR CORRUPT DATA: WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS, TO THE EXTENT THAT THE UNAUTHORIZED ACCESS IS NOT BY CUREMD'S EMPLOYEES OR AGENTS, TO YOUR DATA, FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE PROGRAMS AND OR SERVICES OR FOR UNAUTHORIZED ACCESS, TO THE EXTENT THAT THE UNAUTHORIZED ACCESS IS NOT BY CUREMD'S EMPLOYEES OR AGENTS, TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SYSTEM, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS WHICH IS HOSTED LOCALLY BY YOU, FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. . YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM OPERATOR ERROR, EQUIPMENT SOFTWARE MALFUNCTION, LICENSEE-SIDE SECURITY VIOLATIONS, OR THE USE OF THIRD PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH OUR PROVISION OF THE SERVICES.

21) Service Level Guarantee: CureMD guarantees to have your subscription access available through internet access 99% of the time in any given month. In the event that your access is not available for more than 99%, CureMD will credit the following month's service fee as follows. Such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed fifty (50) percent of the monthly subscription charge for the affected month.

Monthly Uptime Percentage	Credits
95% to 98.9%	10%
90% to 94.9%	20%
89.9% or below	50%

In order for you to receive a credit on your account, you must request such credit within seven (7) days after you experienced the down time. You must request credit by sending an electronic mail message to support@curemd.com. For security, the body of this message must contain your account number, the dates and times of the unavailability, and such other Licensee identification requested by CureMD. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of outage or service degradation. This Service Level guarantees and credits are subject to Force Majeure Clause hereof, as well as availability of Licensee systems and access capability at the time of outage. This guarantee applies to Licensees in good financial standing with CureMD at the time of a service outage. CureMD retains sole discretionary power when determining whether or not this guarantee has been met.

This guarantee and all its terms apply to additional services subscribed to by Licensee. For instance: implementation, data entry, DRT (discrete reportable transcription), custom development, data migration, training and support, revenue cycle management (CureBilling), etc. for all these services, the Monthly Uptime will mean the percentage of error-free-service delivery guaranteed by CureMD hereunder. The service levels credits will apply accordingly.

The issuance of credits to you hereunder shall be your sole and exclusive remedy for any claim arising under this paragraph and you hereby waive the right of any action, legal or otherwise, against CureMD by accepting the applicability of the Service Level Credits to any claims you might have relating to the quality of service under this paragraph. This provision shall not affect any other right, claim or remedy which you may be entitled under this Agreement and beyond the scope of this paragraph and CureMD's service level guarantee.

22) Limitation of Liabilities: IT IS EXPRESSLY AGREED THAT IN NO EVENT CUREMD OR ANY OF THE DIRECT OR INDIRECT OWNERS OF CUREMD, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, AND EMPLOYEES, OR ANY LICENSORS OF CUREMD SHALL HAVE ANY LIABILITY WHATSOEVER FOR INSTANCES INCLUDING BUT NOT LIMITED TO ANY LOSS OR CORRUPTION OF DATA, ANY INABILITY TO RECORD OR ACCESS DATA, ANY FAILURE TO RESTORE DATA, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES OR GOODWILL, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF CUREMD HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING THAT MAY BE INCURRED OR SUFFERED BY

THE LICENSEE OR ANY OTHER PERSON FROM THE USE OR INABILITY TO USE THE PROGRAMS AND SERVICES WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, ARISING FROM THOSE OR OTHER CAUSES. CUREMD DISCLAIMS ANY AND ALL LIABILITY FOR

ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE PROGRAMS.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO TEN THOUSAND DOLLARS (\$10,000.00).

Conditions for Breach: We will not be deemed to be in violation of this Agreement unless you have first have given us written notice specifying the nature of the default, and we have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.

In the event Licensee fails to comply with the CureMD implementation, training and policy guidelines, including but not limited to installation of compliant hardware, bandwidth or infrastructure, HIPAA, HITECH, and other federal / state laws, or as a result of inactivity fails to respond to any communication for a period of six (6) months after signing up, the Licensee shall be considered dormant and automatically released from this Agreement. Any payment deposits, up-front or recurring, shall be forfeited accordingly and CureMD will not be held liable for any loss or damage suffered by the Licensee. Thereafter, if the Licensee wishes to resume our services, they will have to renew their Agreement with CureMD, subject to additional charges.

23) Data Protection: The Licensee agrees that it will establish procedures for handling and protecting patient data consistent with good data management for important and sensitive data, including but not limited to measures such as:

- i. Implementation of physical and electronic security measures to prevent unauthorized persons from having access to the Programs;
- ii. Use of a continuously active computer virus detection and deletion program on the System, upgraded regularly, together with procedures to ensure that all data or files that are loaded into the System are checked for viruses prior to use;
- iii. Ensure that all Authorized Users are trained in proper security and data protection procedures, such as alertness to evidence of unauthorized access, avoidance of use of modems for Internet access, and avoidance of use of diskettes that have not been checked for viruses.

24) Assignment: The Licensee's rights, duties and obligations under this Agreement may not be, directly or indirectly, transferred, leased, assigned, delegated, sublicensed or otherwise conveyed or disposed of, nor may the Licensee undergo a change of ownership or control (in each case, "a Transfer") without the prior written consent of CureMD, which may be withheld in CureMD's sole and absolute discretion; provided, however, that CureMD shall not unreasonably withhold its consent to a Transfer that involves the sale by the Licensee of all of its assets, or a merger of the Licensee into another Person, so long as, prior to such Transfer, the transferee: Provides CureMD with such information as CureMD may reasonably request and such information is satisfactory to CureMD; Assumes all obligations of the Licensee to CureMD under this Agreement or otherwise; and Pays to CureMD, CureMD's re- license fee. No Transfer shall relieve the Licensee of any of its obligations, whether under this Agreement or otherwise. Any purported Transfer by the Licensee in violation of this Section 24 shall be null and void. CureMD may assign its rights and delegate obligations under this Agreement without the consent of the

Licensee subject to the foregoing; this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

25) Protection of Proprietary Rights & Confidential Information: The Licensee acknowledges that the CureMD Information, the CureMD Materials and other Related technical and business information and documentation (altogether the "Proprietary Information") provided to the Licensee by or on behalf of CureMD or an authorized CureMD reseller classify as confidential information and are valuable proprietary rights of CureMD or its licensors, including ideas, concepts and techniques contained in the Programs, reference data, system design, data models, product performance and functionality, planned products and services, marketing and product plans, processes, formulas, and methodologies for developing, analyzing and presenting data, and the terms and conditions of this Agreement, as it may be amended from time to time, and any other agreements between CureMD and the Licensee. The Licensee agrees not to (i) Provide or otherwise make available what's outlined above or any CureMD Information, CureMD Material, any backup copies of Programs if permitted to be made under this Agreement, or other documentation of CureMD in any form to any person, corporation or entity, (ii) Disclose Proprietary Information to any person, corporation or entity, including preparation and provision to any third party, or allowing any third party access to the Programs to prepare any benchmark analysis of the performance of the Programs or comparison of the Programs or the Optional Services with the products or services of any other party or (iii) remove or obscure any copyright and trademark notices or other proprietary notices relating to licensed software. The Licensee shall exercise the same level of care to protect the proprietary nature of CureMD Proprietary Information as it exercises to protect its own proprietary and confidential information and shall, in addition, take such actions as are required under this Agreement or shall be reasonably specified by CureMD in a written notice to the Licensee hereafter for such purpose.

Licensee agrees that the Confidential Information is to be considered confidential and proprietary to CureMD and Licensee shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with CureMD, and shall disclose it only to its officers, directors, or employees with a specific need to know, who will then be bound to the same effect as the Licensee under the terms of this agreement to the extent of (or in reference to) the Confidential Information so disclosed. Licensee will not disclose, publish or otherwise reveal any of the Confidential Information received from CureMD to any other party whatsoever except with the specific prior written authorization of CureMD.

Confidential Information furnished in tangible form shall not be duplicated by Licensee except for purposes of this Agreement. Upon the request of CureMD, Licensee shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

At Licensee's option, any documents or other media developed by the Licensee containing Confidential Information may be destroyed by Licensee. If the Licensee chooses not to destroy any such documents or other media containing Confidential Information, it must, however, essentially remove any part thereof containing references to the Confidential Information mentioned therein. Licensee shall provide a written certificate to CureMD regarding destruction within ten (10) days thereafter.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of

Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Licensee agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product/service.

Licensee may disclose Confidential Information as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, Licensee advises CureMD the request prior to making such disclosure in order that CureMD may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information. Each party's Confidential Information shall remain the property of that party. Nothing contained in this section shall be construed as obligating a party to disclose its Confidential Information to the other party or as granting to or conferring upon a party, expressly or impliedly, any rights or license to the Confidential Information of the other party.

Licensee agrees that CureMD will suffer irreparable harm if Licensee fails to comply with its obligations set forth in this Section 25 including other obligations set forth in this Agreement pertaining to CureMD's intellectual property rights (which shall survive the termination or expiration of this Agreement, regardless of the cause of termination), and you further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, you agree that we will, in addition to any other remedies available to us at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof as well as seek specific performance, immediately and without the necessity of posting a bond.

26) Scope of Agreement: This Agreement is the exclusive agreement between the Licensee and CureMD, with respect to the Programs and Services and the subject matter of this Agreement and, as of its Effective Date supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written or oral, related to its subject matter. CureMD shall not be bound by or liable to the Licensee for any representation, promise or inducement made by any agent of CureMD or any other Person, which is not embodied in this Agreement or in another writing signed by CureMD. CureMD shall have no obligation under this Agreement in the event that the representations and warranties of the Licensee set forth in this Agreement are untrue in any material respect.

27) Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina as it applies to a contract made and to be performed in such state.

28) Modifications and Waivers: This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by any party of its rights under this Agreement shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on any occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no usage of trade or other regular practice or method of dealing between or among the parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

29) Dispute Resolution:

Negotiation and Mediation: Prior to the initiation of any litigation, should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to resolve such dispute through negotiations. If such negotiations do not succeed within fifteen (15) working days, or a different period agreed by the parties, each of the parties may request that the dispute be submitted for mediation to be conducted in pursuant to Section 7A-38.1 of the North Carolina General Statutes.

30) Enforceability/Injunctive Relief: It is understood and agreed by the parties to this Agreement that it is their intention that if a court of competent jurisdiction shall determine that any of the terms of this Agreement are invalid or otherwise unenforceable, that such court shall substitute terms, therefore, with such court determines are enforceable, so as to result in the enforcement of the original terms to the maximum extent permitted by law.

The Licensee agrees that any non-compliance with the terms of this Agreement, or any unauthorized or improper use of any CureMD trademarks or CureMD Materials will cause irreparable damage to CureMD. The Licensee therefore agrees that if the Licensee engages in any one or more of such noncompliance, unauthorized use and improper use of CureMD trademarks or CureMD Materials, during or after the Term of License, CureMD shall be entitled to both temporary and permanent injunctive relief against the Licensee from any court of competent jurisdiction, in addition to all other remedies which CureMD may have at law, in equity or otherwise.

31) Marketing: The Licensee agrees that during the term of this Agreement CureMD may publicly refer to the Licensee, orally and in writing, as a Customer of CureMD and may also use Licensee's trademark or logo for this purpose. Any other reference to Customer by CureMD requires the written consent of Customer.

32) Notices: Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or on the fifth (5th) day following deposit with the United States Post Office, by registered or certified mail (return receipt requested), postage prepaid and addressed to the party to be notified at the address of such party set forth in this Agreement, or at such other address as such party may designate by ten (10) days advance written notice to the other party.

33) No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties, their licensors, and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

34) Non Solicitation: Each party to this Agreement agrees not to recruit or hire any employee or agent of the other party, either as an employee or consultant, or recruit any such person for another company, while such person is employed or retained by the other party and for a period of twelve (12)

months after the employee leaves the employ of the other party, or for a period of twelve (12) months after the termination or expiration of this Agreement, whichever period ends at the latest date.

35) Advice of Counsel & Authority: Each Party acknowledges: (a) having fully read this Agreement in its entirety; (b) having had full opportunity to study and review this Agreement; (c) having been advised that counsel for us has acted solely on our behalf in connection with the negotiation, preparation, and execution of this Agreement; (d) having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under this Agreement; and (e) having had access to all such information as has been requested.

The individuals, corporations or entities entering into this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to enter into this Agreement on behalf of the Parties.

36) Interpretation: Section headings are for reference only, and shall not be construed as substantive parts of this Agreement. Each capitalized term used in this Agreement (including any schedule or exhibit of this Agreement) shall have the meaning attributed to it in any part of this Agreement (including any such schedules or exhibits).

In the event that CureMD is entitled to make any decision or determination, or grant or withhold any consent or approval, pursuant to any term of this Agreement, it shall be entitled to do so in its sole and absolute discretion. Each use of the term including, in this Agreement, unless otherwise expressly stated in connection with such use, shall mean including without limitation.

37) Survival & Period of Claims: Licensee acknowledges and agrees that the covenants and agreements made in this Agreement are made for the benefit of CureMD and its Licensors and the obligations existing prior to the termination or expiration hereof shall survive the termination or expiration of this Agreement. Other than that all indemnification, confidentiality, intellectual property, non-compete, non-solicitation, governing law, dispute resolution, enforceability/injunctive relief, Limitation of Liability, Disclaimer and other clauses including those provisions which by their terms contemplate survival shall survive the termination or expiration of this Agreement regardless of the cause of such termination. In the event of any breach by Licensee of the terms of this Agreement, in addition to other relief to which CureMD shall be entitled, CureMD shall be entitled to terminate this License.

No action, regardless of form, relating, directly or indirectly to this Agreement or the Programs or Services or other goods or services rendered may be brought more than one three (3) years after cause of action has arisen. This limitation however, shall not be applicable to CureMD intellectual property as well as indemnification rights. If any claim or cause of action is not filed within said three (3) year time period, the claim or cause of action shall be forever barred.

Insurance: You will obtain and maintain such policies of, general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in your business covering the Term of this Agreement. Such insurance shall be in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

Furthermore, to the extent allowed by law, you will hold CureMD harmless from all claims, demands and suits arising out of the performance of your obligations hereunder or for any other damages to you, CureMD or any third party that could have been covered by obtaining proper insurance.

38) **Force Majeure:** Neither party shall be liable to the other party for damages or losses, except for payment obligations, on account of failure of performance by the defaulting party if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake), fear, possibility, war or act of terrorism, including chemical or biological warfare; labor dispute, lockout, strike, embargo; communication line, hardware or power failures; governmental acts, orders, or restrictions; failure of suppliers or third persons; nuclear or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting party must provide written notice of the force majeure event to the remaining parties within two (2) business days of such event.

39) **Misuse of Third Party Product:** You agree that You will use Third Party Products only in accordance with the permitted or licensed use of such Third Party Products and You agree to defend, indemnify and hold CureMD, its affiliates, resellers and licensors as well as their respective employees, officers, or contractors harmless from any claim by or on behalf of any third party which is brought against CureMD, its affiliates, resellers and licensors as well as their employees, officers, or directors arising out of any improper use of any third Party Product or any infringement of any third party's rights with respect to your use, copying, modification, distribution, display or other activity relating to any Third Party Product unless such activity is licensed to You under this Agreement with respect to the applicable Third Party Product.

40) **Additional Services:** The following table lists the terms and conditions of the Business Associate Agreement and the Additional Services provided by CureMD. By using the Programs and Services, you agree to the Business Associate Agreement and to the terms and conditions of the Additional Services used by you.

CureMD Services – Terms and Conditions
Business Associate Agreement
CureBilling
Cure Confirm
E-Faxing Services
Medical Transcription Services
Equipment Rental Agreement

41. CureMD utilizes Carolinas IT services for hosting data. CureMD assumes responsibility for securing and backing up Licensee's data, and making Licensee's data accessible to the Licensee. All invoices with respect to data hosting will be paid directly to CureMD in accordance with this Agreement.



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "**the Agreement**") is being made and entered into by and between Licensee ("**Covered Entity**") and CureMD.com, Inc. ("**Business Associate**") and will be read as an integral party of the License and Services Agreement ("**EULA**") (Both Covered Entity and Business Associate would also be referred as "**Party**" individually and collectively as "**Parties**" herein below)

RECITALS

WHEREAS, Covered Entity and Business Associate are Parties to the EULA pursuant to which Business Associate provides certain services to Covered Entity. While providing services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under Federal Health Insurance Portability and Accountability Act of 1996 (hereinafter "**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (hereinafter "**HITECH Act**"), and related regulations promulgated by the Secretary (hereinafter "**HIPAA Regulations**");

WHEREAS, in light of the foregoing and the requirements under HIPAA, the HITECH Act and the HIPAA Regulations, both parties are hereby bound by the terms and obligations provided herein below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS:

- a. General: Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.
- b. Specific:
 - i. Breach shall have the same meaning as per the term 'breach' enshrined under the HITECH Act, Section 13400(1).
 - ii. Electronic Health Record shall have the same meaning as per the term 'electronic health record' enshrined under the HITECH Act, Section 13400(5).
 - iii. Electronic Protected Health Information shall have the same meaning as per the term 'electronic protected health information' provided under 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity.
 - iv. Individual shall have the same meaning as per the term 'individual' given under 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - v. Privacy Rule shall have the same meaning the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Part 162 and Part 164.



- vi. Protected Health Information shall have the same meaning as per the term 'protected health information' provided under 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Notwithstanding the foregoing, Protected Health Information shall include such information that is included in 'Data' created or received by Business Associate as such term may be defined under any Services Agreement.
- vii. Designated Record Set shall mean those records maintained by Business Associate, including the medical and billing records about Individuals, in addition to any enrollment, payment, claims adjudication and case or medical management record systems.
- viii. Required by Law shall have the same meaning as per the term 'required by law' in 45 CFR § 164.103.
- ix. Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- x. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164.
- xi. Services Agreement shall mean (i) any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information, and (ii) certain Services Agreement executed between the Covered Entity and Business Associate. The Services Agreement is amended by and incorporates the terms of this Agreement and subsequently this Agreement is deemed an integral part thereof.
- xii. Unsecured Protected Health Information shall have the same meaning as per the term provided in the HITECH Act, Section 13402(h)(1).

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Use and Disclosure: Business Associate agrees not to use or disclose Protected Health Information (hereinafter "PHI") other than as permitted or required by the Services Agreement, this Agreement or as required by Law.
- b. Appropriate Safeguards: Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the aforementioned, Business Associate shall:
 - i. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;



- ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;
 - iii. Promptly report to Covered Entity regarding any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to notify Covered Entity without unreasonable delay and in no event more than 50 days following the discovery of a Breach of Unsecured Protected Health Information. A Breach shall be considered as 'discovered' on the first day the Breach is known, or reasonably ought to have been known, to Business Associate or any of its employees, officers or agents, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach, provided that any such reports or notices shall be subject to the prior written approval of the Covered Entity.
- c. Reporting: Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, by the Law or by the Services Agreements of which Business Associate becomes aware.
- d. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Agreement and / or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any notices or reports to the individual, a regulatory body or any third party required to be made under HIPAA, the HIPAA Regulations, the HITECH Act, or any other Federal or State Laws, rules or regulations.
- e. Agents and Subcontractors: Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Access to Designated Record Sets: To the extent that Business Associate possesses or maintains PHI in Designated Record Sets, Business Associate agrees to provide access to such Designated Record Sets at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to an Individual in order to comply with the requirements given under the HIPAA Regulations. If an Individual makes a request for access to PHI directly to Business Associate, it shall notify Covered Entity within three (3) business days of such a request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.



- g. Amendments to Designated Record Sets: To the extent that Business Associate possesses or maintains PHI in Designated Record Sets, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, it shall notify Covered Entity within ten (10) business days of such a request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
 - h. Access to Books and Records: Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to the Covered Entity, or to the Secretary in the time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - i. Accounting: Business Associate agrees to document such disclosures of PHI and information pertaining to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA, HIPAA Regulations and the HITECH Act, as of its effective date.
 - j. Requests for Accounting: Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Clause 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA, HIPAA Regulations and the HITECH Act, as of its effective date. If an Individual makes a request for an accounting directly from the Business Associate, it shall notify Covered Entity of the request within ten (10) business days of such request and will cooperate with Covered Entity to send the response to the Individual.
 - k. Forwarding Individual's Requests: If forwarding the individual's request for access to, amendment of, or accounting of PHI to Covered Entity would cause the Business Associate to violate the HIPAA, HIPAA Regulations or the HITECH Act, the Business Associate shall instead respond to the individual's request as required by such law and notify the Covered Entity of such a response as soon as practicable.
3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE
- a. Services Agreement: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act as of its effective date if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - b. Use for Administration of Business Associate: Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.



- c. Disclosure for Administration of Business Associate: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management of Business Associate, provided that (a) disclosures are required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - d. Permissible requests by Covered Entity: Except as set forth in this Clause 3 of this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
4. OBLIGATIONS OF COVERED ENTITY.
- a. Notice of Privacy Practices: Covered Entity agrees to provide individuals with notice of its privacy practices and obtain acknowledgment of receipt thereof in compliance with 45 C.F.R. § 164.520. In addition, upon request Covered Entity shall promptly provide Business Associate with a copy of its privacy practices in accordance with 45 C.F.R. § 164.520, as well as any modifications thereto.
 - b. Changes In or Revocation of Permission by Individuals: Covered Entity shall promptly notify Business Associate, in writing, of any changes in, or revocation of, an individual's permission to use or disclose PHI, if such changes or revocation affects Business Associate's permitted or required uses and disclosures.
 - c. Covered Entity's Agreements to Restrict Use or Disclosure: In the event Covered Entity agrees to restrict the use and/or disclosure of PHI in accordance with 45 C.F.R. § 164.522, it shall promptly notify Business Associate, in writing, of the nature and extent of said restriction.. The Covered Entity shall notify the Business Associate of any restrictions that the Covered Entity may have entered into prior to the execution of this Agreement
 - d. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA or other applicable law or regulation governing the privacy of PHI.
 - e. Consents and Authorizations: Covered Entity represents and warrants that any and all consents, authorizations, or other permissions required by HIPAA or other applicable law (including state law) necessary to allow Business Associate to perform the administrative functions, services, or activities on behalf of Covered Entity consistent with this Agreement have been properly secured.



- f. Third Party Access: By granting access to third parties outside the United States of America access to the Business Associate's products or services, the Covered Entity accepts and agrees to the Business Associate's Release Agreement for Third Party Access.

5. TERM AND TERMINATION

- a. Term: This Agreement shall be effective as of the date mentioned on this Agreement and shall terminate when all underlying agreements between the parties terminate and the parties cease to have an ongoing business relationship.
- b. Termination for Cause:
- a. In the event a party fails to perform the obligations under this Agreement (the "Breaching Party"), the non-breaching party may, at its option:
 - i. Require the Breaching Party to submit to a plan of compliance, including monitoring by Non-Breaching Party and reporting by the Breaching Party, as the Non-Breaching Party, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto; and
 - ii. In case of breach by the Business Associate, immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
 - iii. Furthermore, the Non-Breaching Party may immediately terminate this Agreement and related agreements if the Non-Breaching Party determines that Breaching Party has breached a material term of this Agreement.
 - iv. Alternatively, Non-Breaching Party may choose to (i) provide Breaching Party with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Breaching Party an opportunity to cure said alleged material breach to the satisfaction of Non-Breaching Party within (10) days. Breaching Party's failure to cure shall be grounds for immediate termination of this agreement. Non-Breaching Party's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
 - c. Effect of Termination:
 - i. Except as provided in Clause 5(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of PHI whatsoever.
 - ii. Notwithstanding the foregoing, in the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity a notification of the conditions that make the return or destruction infeasible, and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those



purposes that make the return and destruction infeasible, for as long as Business Associate maintains such PHI.

6. COMPLIANCE WITH HIPAA STANDARDS

To the extent applicable when providing its services and/or products, Business Associate shall comply with all HIPAA Standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's Standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA Standards regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA Standards which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including but not limited to, increased fees. Business Associate shall require all of its agents and subcontractors (if any) who assist in providing its services and/or products to comply with the terms provided herein.


7. MISCELLANEOUS


- a. Assignment of Rights and Delegation of Duties: This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Assignments made in violation of this provision are null and void.
- b. Regulatory References: A reference in this Agreement to a Clause in HIPAA, HIPAA Regulations or the HITECH Act means the section as in effect or as amended from time to time, for which compliance is required.
- c. Amendment: The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.
- d. Survival: The respective rights and obligations of Business Associate as per Clause 5(c) of this Agreement shall survive the termination of the Services Agreement or this Agreement.
- e. Interpretation: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.
- f. Indemnification: Covered Entity shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Business Associate and its respective employees, directors, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Business Associate arising out of the acts or omissions of Covered Entity or any of its



employees, directors, or agents related to the performance or nonperformance of this Agreement. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Covered Entity and its respective employees, directors, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against the Covered Entity arising out of the acts or omissions of Business Associate or any of its employees, directors, or agents related to the performance or nonperformance of this Agreement.

- g. Severability: The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- h. Miscellaneous: The terms of this Agreement are hereby incorporated into the Services Agreement. In the event of a conflict between the terms of this Agreement and the Services Agreement, the terms of this Agreement shall prevail as it pertains to the subject matter herein. This Agreement shall be governed by, and construed in accordance with the laws of the State of North Carolina, exclusive of conflict of law rules. Each party to this Agreement hereby agrees and consents that any legal action or proceeding with respect to this Agreement shall only be brought in the General Courts of Justice of the State of North Carolina. The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former Business Associate Agreement or Addendum entered into by the Parties. No modifications or amendments to this Agreement shall be deemed effective unless executed by both Parties in writing.

		Client Name: Northampton County Health Department Date: 5/2/2016	Page 1
CureCloud Proposal			
Software Applications		CureCloud	
Practice Management (Scheduling, Registration, Billing)		✓	
Electronic Medical Records (Clinical documentation, workflow, specialty orders)		✓	
Document Management (Document Imaging/Archiving)		✓	
Electronic Prescriptions (Barcode Self-Certified, Pharmacy, Rx History)		✓	
Patient Portal (Registration, Appointment Requests, Rx Refills, Lab Results)		✓	
CureConnect EDI (Eligibility, Claims, Electronic Remittance Advice)		✓	
Executive Management Reporting (Administrative, Clinical, Financial)		✓	
Text Messages (Breast Alert, Appointment)		✓	
Technical Services			
CureMD Smart Cloud (hosting)		✓	
Software Maintenance/Updates/Support		✓	
Disaster Recovery/24 x 7 availability		✓	
System Implementation Services			
Implementation, Database Configuration, Practice Set-up		✓	
EDI Set-up & Provider Enrollment		✓	
Online Training package 1 for 1st Provider (20 hrs. online)		✓	
Online Training package 2 for each Add'l Provider (20 hrs. online)		✓	
Online Training package 3 for each PT/Non-billing Provider (6 hrs. online)		✓	
Data Migration, Conversion, Validation		Optional	
Standard Monthly Fees (inclusive of S/W and technical services described above)			
1st Full Time Billing Provider		\$895	
Additional FT Billing Providers		\$595	
Additional PT and Non-billing Providers		\$495	
System Implementation Services Fees			
1st Full Time Billing Provider		\$7,000	
Additional FT Billing Providers (each)		\$4,000	
Additional PT and Non-billing Providers (each)		\$2,500	
Terms & Conditions			
<p>CureCloud offers a complete, all-in-one solution including Cloud hosting, software, EDI, professional services and on-going support.</p> <p>CureCloud: The monthly subscription includes all CureMD software. Each provider will receive a pre-packaged implementation and training program priced on a per provider basis. Each provider must purchase the implementation and training program specifically designed and priced as follows on a per provider basis: \$7000/1st provider, \$4000/each add'l FT billing provider, \$2500/each PT or non-billing provider. This is a 60 month contract. Early termination will result in the payment of \$100 per provider per month for the balance of the original term. At the end of the original term the client may renew the 60 month agreement at the same monthly subscription fee.</p> <p>Optional Services: All one-time and monthly optional services will be billed separately and are not considered part of the core CureCloud Software Solution Suite. Early termination of these services will not result in any penalties.</p> <p>Note: CureCloud is a pre-packaged all-inclusive (software and applicable services) solution offering as described above. Should the client choose to terminate this agreement early, the client will be responsible for honoring the early termination clause as defined above. All subscription fees are to be paid by ACH or automatic credit card EFT authorization. By signing this proposal the client accepts the terms and conditions of the CureMD "End User License & Services" agreement available at http://www.curemd.com/eula.htm</p>			

CureCloud Proposal		Investment Summary	
 Client Name: Northampton County Health Department Date: 5/2/2016		Page 2	
Optional Services	Quantity	Cost	Subtotals
Additional On-line Training (2-hr session - one time fee)	0	\$350.00	\$0.00
Data Migration, Conversion, Validation	1	\$3,000.00	\$3,000.00
Discrete Reportable Transcription (Per Minute Charge billed monthly)	0	\$1.40	\$0.00
Patient Statements (Proof: Printing, Enveloping, Posting billed monthly)	0	\$0.75	\$0.00
Electronic Fax (Initial one-time setup per line)	0	\$125.00	\$0.00
1.) \$45 monthly - includes 500 pages billed monthly (\$0.10/page extra)	0	\$45.00	\$0.00
2.) \$125 monthly - includes 1500 pages billed monthly (\$0.10/page extra)	0	\$125.00	\$0.00
3.) \$199 monthly - includes 3000 pages billed monthly (\$0.06/page extra)	0	\$199.00	\$0.00
4.) \$650 monthly - includes 7500 pages billed monthly (\$0.08/page extra)	0	\$650.00	\$0.00
Ad Hoc reporting software (separate)	1	\$2,500.00	\$2,500.00
Database Setup and Configuration (per location one time fee)	1	\$499.00	\$499.00
Subscription-based Products & Services	Quantity	Cost	Subtotals
Monthly Subscriptions			
CureCloud 1st FT Providers	1	\$495.00	\$495.00
CureCloud Additional FT Providers	0	\$395.00	\$0.00
CureCloud PT & Non-billing Providers	1	\$295.00	\$295.00
Ad Hoc reporting monthly maintenance and support (per user)	0	\$99.00	\$0.00
Implementation and Training Package			
CureCloud 1st FT Providers	1	\$7,000.00	\$7,000.00
CureCloud Additional FT Providers	0	\$4,000.00	\$0.00
CureCloud PT & Non-billing Providers	1	\$2,500.00	\$2,500.00
Additional On-line Training (2-hr daily session - one time fee)	2	\$1,200.00	\$2,400.00
Totals (Proposal pricing valid for 30 days)			Totals
Implementation and Training Package Fees			\$11,900.00
Optional Services One-time Fees			\$5,999.00
Optional Services Monthly Fees (billed monthly separately)			\$0.00
Total Initial Investment			\$17,899.00
Payment: 25% due at contract execution, 25% practice management go live, balance due at clinical go live			
Monthly Subscriptions			\$790.00
Total On-going Monthly Subscription Fees			\$790.00
Practice Name: Northampton County Health Dept Telephone: Ext:			
Address: P.O. Box 635 City: Jackson State: NC Zip: 27845			
Client Authorized Signature		CureMD Authorized Signature	
By: _____	By: _____		
Please Sign Here	Please Sign Here		
Name: _____	Name: _____		
Please Print Name & Title	Please Print Name & Title		
Date: _____	Date: _____		

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Debbie A. Edwards
Finance Officer

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 9

Agenda Time: 6:55pm

Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager

1) Public Hearing-Hazard Mitigation Plan

2) Management Matters

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-19-16

Agenda Tab Number: 10

Agenda Time: 7:00 pm

Presenter and/or Subject Matter:

Citizens/Board Comments

Komita Hendricks