

The Northampton County Board of Commissioners will meet in Regular Session on Monday, December 5, 2016 at 10:00 a.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>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for November 21, 2016 3
2		Approval of Closed Session Minutes for November 21, 2016 40
3		Approval of Agenda for December 5, 2016..... 42
4	10:05	Ms. Leslie Edwards, Finance Director
		Budget Amendments..... 44
5	10:10	Ms. Kimberly Turner, County Manager
		Management Matters 50
6	10:20	Mrs. Fannie Greene, Chairwoman of Board of Commissioners
		Presentation to Outgoing Commissioners..... 59
7	10:30	Swearing In of Elected Commissioners 60
8	11:00	Approval of 2017 Commissioners' Meeting Calendar 62
9	11:05	Mr. Scott McKellar, County Attorney
		Election of Chair and Vice Chair for Board of Commissioners ... 64
10	11:15	Chairperson of Board of Commissioners
		Appointment of County Attorney 65
11	11:20	Citizens/Board Comments
	11:50	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 1

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Regular Meeting Minutes for November 21, 2016

Komita Hendricks
Clerk to the Board

1 Approval of Regular Meeting Minutes for November 21, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
November 21, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on November 21, 2016 with the following present: Fannie Greene, Chester Deloatch, Joseph Barrett, Virginia Spruill and Robert Carter.

Others Present: Kimberly Turner, Leslie Edwards, Nathan Pearce, Scott McKellar, and Komita Hendricks

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 requested to remove tab #6 and tab #12 from the agenda. Ms. Turner reminded Commissioners of the Commissioners/Mayors meeting on November 30, 2016 at J.W. Faison Auditorium at 6 p.m. Chairwoman Greene called upon Commissioners for input. Commissioners had no changes.

Regular Session:

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

Approval of Regular Session Minutes for November 7, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for November 7, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Closed Session Minutes for November 7, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for November 7, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for November 21, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda for November 21, 2016 with the deletion of tab #6 and #12. **Question Called:** *All present voting yes.* **Motion carried.**

Occupational Therapy Services:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval for an Occupational Therapy Services contract with Tamekia Donald, OTRL.

A motion was made by Joseph Barrett and seconded by Chester Deloatch to approve the contract between Northampton County Health Department's Home Health Agency and Tamekia Donald for occupational therapy services as presented above. **Question Called:** *All present voting yes.*
Motion carried.

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



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: November 21, 2016
RE: Therapeutic Loving Care for Occupational 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 Therapeutic Loving Care for the purpose of providing occupational therapy services to home health patients.

FACTS:

1. Tamekia Donald, OTRL, will provide much needed assistance to patients in Northampton, Halifax and the Warren County areas.
2. The agency currently does not have a contract with an occupational therapist.
3. The following rates have been proposed due to the competitive rates offered by surrounding agencies.

Service	Proposed Rate
OASIS/Evaluation visit	\$100.00
OT Visit	\$80.00
Routine visit	\$95.00

4. An electronic copy of the contract was emailed to County Attorney Mr. Scott McKellar, to go through the contract process, on November 3, 2016.
5. The agreement was presented to and approved by the Board of Health at their October 13, 2016 meeting.

DISCUSSION:

Northampton County Health Department's Home Health Agency is in need of an occupational therapy services to cover agency patients in Northampton, Halifax and Warren County areas. The proposed service rates are competitive and allows the Home Health Agency to provide a reasonable compensation for the occupational therapy services rendered by Tamekia Donald, OTRL. The Board of Health approved this contract at their meeting held on October 13, 2016. The contract was submitted to Mr. Scott McKellar, County Attorney, on November 3, 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 Therapeutic Loving Care for occupational therapy services as presented above.

Respectfully submitted,



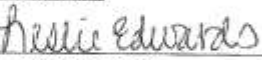
Andy Smith
Health Director

COORDINATION:

County Manager:

Concur 
 Concur with Comment _____
 Non-concur _____

Finance Director:

Concur 
 Concur with Comment _____
 Non-concur _____

**AGREEMENT BETWEEN
NORTHAMPTON COUNTY HOME HEALTH AGENCY
AND TAMEKIA DONALD**

THIS AGREEMENT is made and entered into this 22nd day of November 2016, by and between Northampton County Home Health Agency (hereinafter referred to as "Agency") and Tamekia Donald (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.

1. Provider's Responsibilities. The Provider agrees 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 shall:

- A. Provide occupational 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. 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 complete the Agency's orientation program.
- E. Provide services to Agency 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.
- F. 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.

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- G. Maintain the confidentiality of all medical records and information in accordance with state and federal laws, rules and regulations, and Agency policies.
- H. Maintain on file and make available to Agency upon request:
 - 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.
- I. 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.
- J. Provide services without regard to patients' race, religion, sex, age, national origin or disability.
- K. Maintain responsibility for FICA, state and federal taxes, workers compensation and unemployment compensation insurance.
- L. Provide services for the Agency in the following counties: **Licensed Occupational Therapists and occupational therapy assistants**– Northampton County, Halifax and Warren County if indicated by agency and agreed upon by the provider

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 its 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 it has no rights to claims or 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 the Provider renders services.

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- E. Orient the Provider 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 \$100.00 for OASIS and Evaluation visits, \$80.00 per visit for occupational therapy visits which includes travel time, patient care, and documentation. For areas East of Jackson, the agency will pay the sum of \$95.00 per routine visit, \$100.00 for OASIS and evaluation visits. These visits will be scheduled only with the Providers' approval.

On the last business day of each month in which services were rendered, Provider shall submit a statement to the Agency for services rendered. Agency shall pay Provider within 30 business days of receipt of the bill and appropriate documentation of the services provided. Provider agrees that it shall have no rights to or interest in any billings or collections made by Agency regarding any services or treatments received by any patient directly or indirectly related to the services provided by Provider under this Agreement.

- 4. **Term and Termination.** The term of this Agreement shall be one year, beginning November 22, 2016 and ending on October 22, 2017. This Agreement may be renewed for additional periods upon the written consent of 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.** Provider acknowledges recognizes and defines herself as being an independent contractor of the Agency and not an employee or agent thereof, and shall at no time hold herself out as an employee or agent of the Agency.

6. **Indemnification and Insurance.**

- A. **Indemnification.** 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	Therapeutic Loving Care
Andy Smith, REHS, MPH	Tamekia Donald, OTRL
Health Director	317 Hamilton Street
PO Box 635	Roanoke Rapids, NC 27870
Jackson, NC 27845	

- 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.
-

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

Tamekia Donald

By: _____
 Andy Smith, REHS, MPH
 Health Director

By: _____
 Tamekia Donald
 OTRL

Date: _____

Date: _____

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

 Manager, County of Northampton

 Chairman, Northampton County Board of Commissioners

 Chairman, Northampton County Board of Health

This Instrument has been pre-audited in the manner as

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

Reslie Edwards
 Finance Officer

Business Associate Agreement

This Agreement is made effective the 22nd day of November 2016, by and between Northampton County, North Carolina, hereinafter referred to as "Covered Entity",¹ and Tamekia Donald, 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 Home Health Agency and Tamekia Donald, dated November 22, 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) she is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
 - (ii) in the event she 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 relationshipⁱⁱ, 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.^{iv} 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 first^v, 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 her Subcontractors to whom she 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 she creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom she 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 her 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, her 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 her 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 Agreement⁸. 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 she 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 she becomes aware. Business Associate shall report to Covered Entity any Security Incident of which she becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA.⁹ 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 Entity¹⁰. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524¹¹. If Business Associate maintains Protected Health Information electronically, she 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 she 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.¹²

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, her 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: Health DirectorTitle: OTRL

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.

Public Hearing-Rezoning:

Chairwoman Greene recessed the regular session to go into a Public Hearing.

Mr. William Flynn, Planning and Zoning Director, stated the purpose of this public hearing is to receive and consider public input regarding a re-zoning request that, if granted, will change the zoning designation of 1123 acres from Agricultural Residential Watershed-1 (AR-1) to Agricultural-Residential (AR).

Chairwoman Greene called for Commissioners comments.

Vice-Chairman Barrett asked if the property owner has discussed any specific type of special uses for the property.

Mr. Flynn stated that what the property owner wishing to do is not listed in the Special Use category for AR district, but is listed under Permitted Use category.

Chairwoman Greene asked the exact location of property.

Mr. Flynn stated the property is located on NC Highway 46 about $\frac{3}{4}$ miles south of the NC 46 and SR-1214 intersection near Green Acre Road.

Chairwoman Greene called for public comments.

Mr. Ozell Thomas, citizen, asked if the property owner plans to put up a solar farm on the property and what effects would the solar farm have on the community, land, and livestock?

Mr. Flynn stated the property owner would like to have that option if it becomes available. The solar activity does not affect the land. Northampton County does have a mitigation plan in process that requires the solar farm to clean up all materials.

Mr. Thomas also asked how this benefits the community.

Mr. Flynn stated the tax base because now the land has a land use value, but once solar panels are placed there, the rate goes up. Mr. Flynn asked County Manager Tuner for her input on tax value increase.

County Manager Turner stated that solar farms are 80% exempt from taxes, for the equipment, but the land is taxable because land use value is removed from property.

Mrs. Fannie Greene, citizen, asked the following:

- In the event the property owner does decide to put a solar farm on the property, can they get a guarantee that no radiation problem because it's such a large acreage?
- What impact would the solar farm have on wildlife because the area is well known for hunters for the large amount of wildlife?
- Will the solar farm affect the lake?

Mr. Flynn stated solar farms are there to collect sunlight that is turned into energy to produce electricity that can power homes. Mr. Flynn stated that in the past environmental impact studies have been done to see what the impact would have on the animals. In the past, property owners and the developer have left gaps so the animals could come and go. Mr. Flynn also stated the County requires a buffer around the area. Mr. Flynn stated there will not be a negative impact on the lake.

Mr. Wesley Robertson, citizen, asked would there be any studies done on areas that have solar panels to determine the long term impact on those areas?

Mr. Flynn stated there haven't been impact studies done because there is no project now.

Mr. Sylvester Piland, citizen, asked would the property owner consider selling the church 6 acres as a border.

Mr. Flynn stated he is unsure, but will provide property owner information to him.

Ms. Doris Thomas, citizen, asked if US EPA approved of these panels.

Mr. Flynn stated the US EPA approval is not needed because it is almost 100% recyclable.

Ms. Brooke Roberts, citizen, asked what the time frame of the project is and if the solar farm does come to the area will they pay for them to move out of their homes.

Mr. Flynn stated there is no project now about solar farm: it may or may not happen.

Ms. Shirley Bryant, citizen, asked would the solar panel generate cleaner air though electricity.

Mr. Flynn stated solar energy can only be used to replace nuclear or coal energy. If companies use solar energy it can make air cleaner.

Mr. Larry Stanley, citizen, asked would the solar farm affect the church and citizens' taxes.

Mr. Flynn stated the taxes of the surrounding property owners will not be affect, only the piece of property where the solar farm in located will be affected.

Chairwoman Greene called for Commissioners comments again.

Commissioner Spruill stated a solar farm does have a significant negative impact because the landscape and property value is going to change.

Commissioner Carter recommended deferring any action on this matter until community talks with Mr. Futrell.

Commissioner Barrett asked Mr. Gary Brown, EDC Director, does solar farm add better tax situation to the County?

Mr. Brown replied that the solar farms are 80% exempt from taxes and equipment is on a Depreciation Schedule Value.

Chairwoman Greene closed the Public Hearing to enter into regular session.

A motion was made by Robert Carter and seconded by Virginia Spruill that this Board defers any action on this matter until both parties can meet to come up with a resolution. **Question Called:** **All present voting yes. Motion carried.**

Chairwoman Greene asked for another date to make a discussion on this matter. The County Manager, Ms. Turner gave the date to hear this matter again will be on January 4, 2017 as a regular agenda item.

Chairwoman Greene asked Mr. Flynn to conduct a Public Forum before January 4, 2017.

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

DECISION PAPER

TO: The Northampton County Board of Commissioners
FROM: William Flynn, Northampton County Planning and Zoning Director
DATE: November 21, 2016
SUBJECT: Re-zoning request, Lewis Belmont Properties, LLC - Bill Futrell

PURPOSE:

The purpose of this public hearing is to receive and consider public input regarding a re-zoning request that, if granted, will change the zoning designation of 1123 acres from Agricultural Residential Watershed-1 (AR-1) to Agricultural-Residential (AR).

FACTS:

1. The property is listed as being 1123 acres in size.
 2. It is located on the south side of NC 46 approximately ¾ mile southeast of the intersection of NC46 and SR-1214 (River Road)
 3. The property is currently zoned as Agricultural – Residential Watershed 1 (AR-1).
 4. Historically the property has been used as a timber farm.
 5. This request was given a favorable recommendation by the Northampton County Planning Board.
-

DISCUSSION:

When trying to determine the viability of a re-zoning request, there are several things that need to be discovered and discussed during the public hearing. The following items must be considered in any re-zoning decision:

RELATIVE SIZE OF THE PROPERTY

The property proposed for re-zoning is a very large parcel of land at 1123 acres and is the largest parcel in the area in which it is located. Most of the surrounding properties range from approximately ten (10) acres to approximately seventy (70) acres with a few small residential lots scattered throughout.

BENEFITS AND DETRIMENTS

This is a breakdown of who may benefit if the property is re-zoned and who may be harmed if it isn't. This family owned parcel of land that is being proposed for re-zoning has been operated for many years as a tree farm. A large portion of the trees on the property have been harvested in the recent past. If the property is re-zoned, it appears that the only ones that would benefit are the current property owners. This would be because it would add one permitted use to the lists of uses thereby giving them more options in which they may use the property. If the property owner benefits, do the nearby property owners suffer in any way? Maybe, while there is only one additional permitted use between the two districts, there are several more conditional uses and special uses that may be allowed in an AR district versus an AR-1 district. Therefore, the overall AR uses might be a bit more overwhelming than what the residents in an AR-1 district are used to handling. I'll speak more on this later.

Who may be harmed if the property isn't re-zoned? It is easy to see that the property owners may have more restrictions with what they can do with their property thereby slightly limiting the development options of this property. However, that is one of the specific purposes of a zoning ordinance. It should be used to prohibit, or allow, certain uses in specific areas of the County that have been previously designated or approved by the Board of Commissioners. Property owners aren't guaranteed the highest and best use of their properties, only reasonable use. The fact that this property has been successfully used as a tree farm for years is a testament to reasonable use of the property. It isn't likely that the adjoining owners will be

harmed in anyway if the property isn't re-zoned because things will stay as they are and have been since the adoption of county-wide zoning in January 1994.

DISPARITY OF USES:

The purposes of this section are to take a look at the differences between the current zoning district and the proposed zoning district. There is a list of uses for both districts attached to this paper for comparison but I will quickly show the difference in number of uses between the districts.

Agricultural Residential Watershed-1	Permitted Uses – 13
	Conditional Uses – 22
	Special Uses – 3
Agricultural Residential	Permitted Uses – 13
	Conditional Uses – 27
	Special Uses – 14

It's obvious that the differences in permitted uses, from a numerical standpoint, are even but where the real changes take place is in the Conditional and Special Use category. Typically the permitted uses between these two districts are similar in level of community impact. It's nearly the same with the Conditional Uses. However, there is a very large difference between the two districts where Special Uses are concerned. And rightfully so, as Special Uses are typically uses that tend to be more disruptive to the community. These types of uses usually bring more noise, traffic, smells, etc to districts that aren't accustomed to such things. Sometimes they pose a greater possibility of damaging the environment as well. Having the potential to allow some of these uses in an area that is supposedly more restricted to protect the watershed, hence the watershed designation may not be the best option for the community or environment.

COMPATIBILITY WITH THE LAND USE PLAN:

For years we have used the zoning ordinance and the zoning map as a guide for land use in Northampton County. The property in question and the adjoining properties are either zoned as AR-1 or AR-2. There are a few parcels north of the subject parcel that are zoned AR. It is obvious that the intent for the Watershed designation of these properties is to protect the environment/watershed by limiting the uses on these properties. Properties in our AR-1 and AR-2 zoning districts tend to be more densely populated therefore by re-zoning the property to AR, a greater number of citizens may be exposed to more noxious uses in a more condensed space than the same use in a less densely populated area located in an AR district. Changing the designation of this parcel in an area that is predominantly AR-1 or AR-2 probably doesn't fit with the land use plan for the County.

CONCLUSION:

This is a very large parcel of land located near the dam separating Gaston Lake and the Roanoke Rapids Reservoir. The property is currently zoned Agricultural Residential Watershed 1 (AR-1) and the owners are petitioning to have the zoning changed to Agricultural Residential (AR). It appears that the only party that stands to benefit from this rezoning action would be the property owners. Also, there is a large difference of Special Uses allowed between each district. The surrounding properties are predominantly zoned with some sort of Watershed designation thereby indicating that they are purposefully protected from the most noxious of uses typically allowed in AR districts as Special Uses.

On the face of things, it would appear that there isn't much difference between AR districts and AR-1 zoning districts however, digging deeper into the types of uses that require public hearings, it is clear that there is an attempt to keep most of the Special Uses that may be permitted in an AR zoning district out of an AR-1 zoning district. This is most likely due to trying to protect the environment and making an attempt to lessen the negative impact on the more densely populated areas.





Approval/Acceptance of Real Property:

Mr. Gary Brown, EDC Director, appeared before the Board to get approval/acceptance of real property as a gift by the Lee Family Trust on the 12.34 acre parcel of land known locally as the Talon or Fineline Building, Woodland NC.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve acceptance of the proposed donation of real property by the Lee Family Trust; and, authorize the Chair, the County Manager, the Finance Director, the County Attorney and other members of staff as appropriate to execute documents and procedures as may be necessary to effect the conveyance of the property to the ownership of Northampton County. **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: Gary Brown, Northampton County Economic Development Commission
 Date: November 15, 2016
 Subject: Acquisition of Talon/Fineline Building, Woodland, NC

PURPOSE:

To secure a decision of the Northampton County Board of Commissioners related to a proposed gift of real property by the Lee Family Trust (owner) to Northampton County. The proposed gift of real property consists of that 12.36+/- acre parcel of land known locally as the Talon or Fineline Building, located at 400 Cherry Street, Woodland, NC.

FACTS:

1. On August 1, 2016, Northampton County entered into a short-term lease of the aforementioned property for the purposes of removing debris from the premises, evaluating the condition and ultimately making determinations as to the potential for industrial reuse of the property
 2. The great majority of debris has been removed from the property, with minor cleanup tasks remaining. Modest repairs have been made to the Talon/Fineline building, with replacement of one (1) pedestrian door, removal of a small tank enclosure, and repair of a storm drain line remaining.
 3. During the term of the lease, NCDEC staff and others have informally evaluated the condition of the building and grounds in terms of the potential for industrial reuse. All potentially environmentally hazardous materials were removed from the property by SafetyKleen under contract with the Owner prior to the Northampton County's lease of the property. The building is structurally sound. The building is configured such that multi-tenant occupancy is feasible. Once pending repairs are completed ongoing maintenance of the premises will be largely limited to grounds maintenance at a projected annual cost of \$4,600.
 4. Acquisition of the Talon/Fineline property will provide Northampton County the potential to attract the interest of industrial prospects seeking to locate in an existing building. Currently, more than eighty percent of the inquiries to the Economic Development Partnership of North Carolina are for existing buildings. Northampton County has historically had few, if any, vacant industrial buildings, and thusly has been non-competitive in those projects.
 5. The Lee Family Trust proposes to donate, at no cost to the County, the property as a gift, (for the purpose of promoting industrial/commercial reuse of the property by tenants committing to make improvements to the property and create sustainable employment opportunities for area residents.
-

Decision Paper: Acquisition of Talon/Fineline Building, Woodland, NC
 November 15, 2016
 Page 2

RECOMMENDATIONS:

Staff recommends the Northampton County Board of Commissioners:

1. Approve acceptance of the proposed donation of real property by the Lee Family Trust; and,
2. Authorize the Chair, the County Manager, the Finance Director, the County Attorney and other members of staff as appropriate to execute documents and procedures as may be necessary to effect the conveyance of the property to the ownership of Northampton County.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: _____ Non-Concur: _____

Comment: _____

Ms. Leslie Edwards, Northampton County Finance Director

Concur: _____ Non-Concur: _____

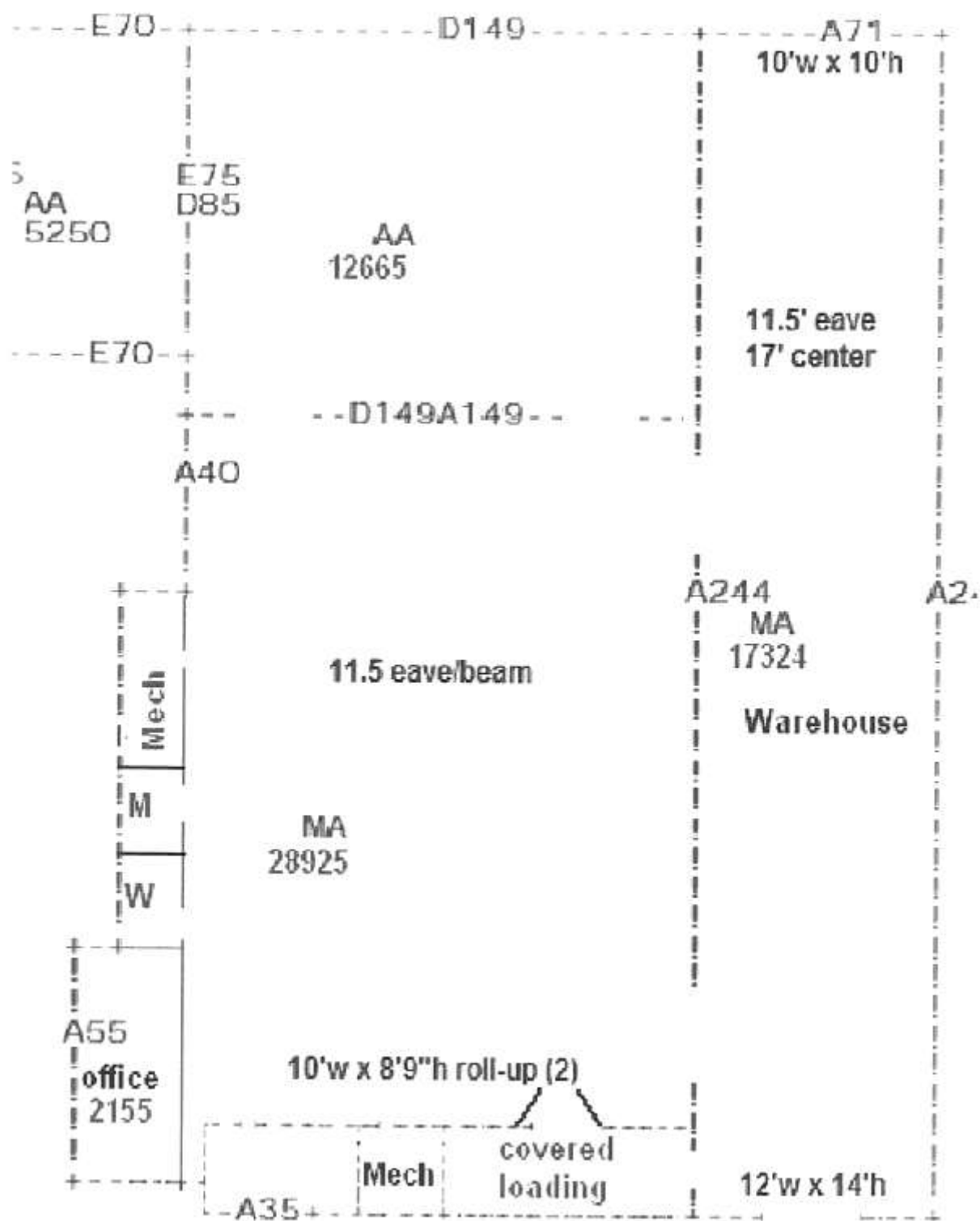
Comment: _____

Mr. Scott McKellar, Northampton County Attorney

Concur: _____ Non-Concur: _____

Comment: _____





Budget Amendments:

Ms. Leslie Edwards, Finance Director, appeared before Board to obtain approval of Budget Amendment #63, #64, and #65 for Fiscal Year 2015-2016.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that Budget Amendment #63, #64, #65 be adopted. **Question Called:** *All present voting yes.* **Motion carried.**

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

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 63

[illegible]

PREPARED BY Leslie Edwards

POSTED BY Mary Bradley

APPROVED BY Kimberly R. [Signature]

DATE 11/14/16

BOARD APPROVED

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 64

[illegible]

PREPARED BY Leslie Edwards

POSTED BY Mary Bradley

APPROVED BY Kimberly L. [Signature]

DATE 11/14/16

BOARD APPROVED

Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to request a Public Hearing for a special use permit.

Chairwoman Greene asked Mrs. Komita Hendricks, Clerk, for a date and time. Mrs. Hendricks gave a date of January 18, 2017 at 6:05 pm.

A motion was made by Robert Carter and seconded by Joseph Barrett to hold a Public Hearing on January 18, 2017 at 6:05 pm for a special use permit. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to request that Mrs. Komita Hendricks be appointed as Clerk to the Board.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to appoint Mrs. Komita Hendricks as Clerk to the Board. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to request outside employment for Mrs. Komita Hendricks as a bus driver at Conway Middle School for morning hours.

A motion was made by Robert Carter and seconded by Chester Deloatch to allow Ms. Hendricks to continue to drive the school bus at Conway Middle School for morning hours. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to request an approval of Resolution for Designation of Applicant's Agent for North Carolina Division of Emergency Management.

A motion was made by Joseph Barrett and seconded by Chester Deloatch to approve the resolution. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to request that Ms. Karen Cole be appointed as Northampton County Animal Cruelty Investigator.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to appoint Ms. Karen Cole as Northampton County Animal Cruelty Investigator. **Question Called:** *All present voting yes.* **Motion carried.**

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

Mr. Gary Brown, citizen, read an acknowledgment to Commissioner Spruill and Vice Chairman Barrett.

Chairwoman Greene called for Board Comments.

Commissioner Spruill stated thanks to Mr. Brown and that she has enjoyed every minute of the 16 years.

Vice Chairman Barrett states he would like to thank the Board for being patient with him; thanks to the citizens of Northampton County for giving him the opportunities to serve.

Chairwoman Greene stated she will miss working with both Commissioner Spruill and Vice Chairman Barrett; thanks for your service to the Board.

Attorney Scott McKellar stated it was a pleasure working with Commissioner Spruill and Vice Chairman Barrett. It has been a learning experience and thanks for all your patience and expertise. Attorney McKellar also states, he will miss both (Virginia Spruill and Joseph Barrett) professionally and personally.

A motion was made by Chester Deloatch and seconded by Robert Carter to recess regular session and enter into a closed session for the purpose of G.S. 143-318.11(a)(3) for the County Attorney's Report. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene called for a 5 minute break.

G.S. 143-318.11(a)(3):

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

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

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

2 Approval of Closed Session Minutes for November 21, 2016

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 2

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for November 21, 2016

(omitted)

Komita Hendricks
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 3

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Agenda for December 5, 2016

Komita Hendricks
Clerk to the Board

3 Approval of Agenda for December 5, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Monday, December 5, 2016 at 10:00 a.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>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for November 21, 2016
2		Approval of Closed Session Minutes for November 21, 2016
3		Approval of Agenda for December 5, 2016
4	10:05	Ms. Leslie Edwards, Finance Director Budget Amendments
5	10:10	Ms. Kimberly Turner, County Manager Managements Matters
6	10:20	Mrs. Fannie Greene, Chairwoman of Board of Commissioners Presentation to Outgoing Commissioners
7	10:30	Swearing In of Elected Commissioners, Superior Courtroom
8	11:00	Approval of 2017 Commissioners' Meeting Calendar
9	11:05	Mr. Scott McKellar, County Attorney Election of Chair and Vice Chair for Board of Commissioners
10	11:15	Chairperson of Board of Commissioners Appointment of County Attorney
11	11:20	Citizens/Board Comments
	11:50	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 4

Agenda Time: 10:05

Presenter and/or Subject Matter:

Ms. Leslie Edwards, Finance Director

Budget Amendments

Komita Hendricks
Clerk to the Board

4 Budget Amendments

5 Management Matters

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 5

Agenda Time: 10:10


Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager
Management Matters

Komita Hendricks
Clerk to the Board

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Ms. Kimberly L. Turner, County Manager 

DT: December 5, 2016

RF: Four-Factor Analysis and Language Access Plan

PURPOSE:

To obtain the Board's approval of Northampton County's Four Factor Analysis and Language Access Plan for Limited English Proficiency Persons (LEP).

FACTS:

1. USDA is requiring all entities that have received or will receive federal funding to adopt a Four-Factor Analysis and Language Access Plan for Limited English Proficiency Persons (LEP).
2. The purpose of this plan is to comply with Title VI of the Civil Rights Act of 1964, in which programs that are normally provided in English should be accessible to LEP persons as well in order to not discriminate based on national origin.
3. Because Northampton County does not meet the 1,000 or five percent LEP persons threshold for any languages or languages identified, our plan is basic.
4. Departments that have frequent contact with the LEP community already utilize telephone language access services.

DISCUSSION:

This plan is being presented for adoption by the Board due to a requirement of the federal government in an effort to comply with Title VI of the Civil Rights Act of 1964.

RECOMMENDATION:

That the Board of Commissioners approve the Northampton County Four-Factor Analysis and Language Access Plan for Limited English Proficiency Persons (LEP).

Action by the Commissioners:

Approved: _____
 Disapproved: _____
 Other: _____

Northampton County

Four-Factor Analysis

And

Language Access Plan

For Limited English Proficiency Persons (LEP)



Purpose:

In compliance with Executive Order 13166, Northampton County has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History:

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Northampton County 4-Factor Analysis:

The following 4-Factor Analysis will serve as the guide for determining which language assistance measures Northampton County will undertake to guarantee access to the programs provided by Northampton County.

1. The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population.

- Northampton County utilized (www.lep.gov): LEP Mapping Tools, American Community Survey (ACS) 2012 Language Map, State of North Carolina, Total Persons 5 Years and Over Who Speak a Language Other Than English at Home and Speak English Less than "Very Well". Based on this data, Northampton County does not meet the 1,000 or 5% LEP persons threshold for any languages or Language(s) identified.
- Northampton County also formed a table with the Languages spoken in the county as well as the percentage that cannot speak English at all or less than "Very Well". This information was gathered and revised from (www.factfinder.census.gov).

Language	Estimate	< Well	%
Total	20,211		
English Only	19,734		97.64%
Spanish or Spanish Creole	371	148	0.73%
French Creole	33	33	0.16%
German	40	11	0.05%
Arabic	2	2	0.01%

2. The frequency with which the LEP persons come into contact with the program.

- *Our USDA Rural Development funded projects include the Department of Social Services (building), the Wellness Center (recreational building and facilities), EMS Equipment, Emergency Operations Center (building) and Water projects (Public Works).*
- *The Department of Social Services, the Wellness Center and the Emergency Operations Center provides direct assistance to individuals. As a result, LEP persons may come into direct contact with these services. The other funded projects do not provide direct assistance to the LEP persons, therefore LEP persons do not come into direct contact with the projects.*
- *It is important to note that the Health Department also has frequent contact with LEP persons, but this is not a USDA Rural Development funded service.*

3. The Importance to LEP Persons of the RD Program, Activities and Services.

- *Our USDA Rural Development funded projects (DSS, the Wellness Center and Emergency Operations Center) provide direct assistance to individuals. As a result, LEP persons may have interactions with the services provided, thus showing the importance of the activities and services provided by these departments.*
- *Our USDA Rural Development funded projects (EMS Equipment and Water upgrade projects from Public Works) do not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with these funded projects. However, all citizen participations activities are open to the general public.*

4. The Resources Available to the Recipient and Costs

- *Currently the Departments that have the most frequent contact with the LEP community are utilizing telephone interpreter/translator services to communicate with the individuals. For example, the Health Department uses **Language Services Associates** to communicate with these individuals while the Department of Social Services uses **Fluent Language Solutions**. Both of these services provide a variety of languages to the departments to communicate with the LEP community. Both of these programs are paid for by the Departments.*
- *Departments also use Language Identification Flash Cards to determine what language is being spoken by the individual. After the Language is determined, the Department contacts a telephone interpreter/translator service.*
- *With that being said, limited LAP measures are reasonable given the resources available from these Departments and the limited population of the LEP community within the county.*

Northampton County Language Access Plan:

As a result of the 4-Factor Analysis shown above, Northampton County has identified the following types of language assistance to be provided on an as needed basis by the County throughout the implementation of our Federally Assisted Programs.

Purpose:

In compliance with Executive Order 13166, Northampton County has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Plan Summary:

Northampton County has developed this LAP/LEP to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by the County. As described in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

1. Identifying LEP Individuals Who Need Language Assistance

- *As seen in the 4-Factor Analysis shown above, Northampton County's LEP community is less than 1% of the total population in the county. The languages spoken by the LEP community consist of **Spanish, French Creole, German and Arabic**. There is not a specific location in the county where there is an accumulation of the LEP community. The LEP individuals are spread throughout the county.*
- *The two main services that the LEP community come in contact with in the county are the Health Department and the Department of Social Services. These Departments have interactions with the LEP community on a weekly to monthly basis.*

2. Language Assistance Measures

- *The language services provided through these Departments are **Fluent Language Solutions** and **Language Assessment Services**. These two services are both telephone interpreter/translator services. The two services provide a variety of languages including the languages spoken by Northampton County's LEP community. Both of these services are free to the LEP community as the Departments pay for them.*
- *If any written documentation is brought in by an LEP individual, the Department would use the computer to try and help translate the document using the free translation.com website. If this cannot be done, the LEP individual will be connected to a telephone interpreter/translator to help translate the document. The Language spoken by the LEP individual would be determined by using the **Census Language Identification Flashcard**.*
- *If a LEP individual calls one of the Departments, they will be connected with one of the telephone interpreter/translator services listed above.*
- *With face to face contact between the LEP individual and one of the Department staff members, the **Census Language Identification Flashcard** would be used to determine what language the individual was speaking. After that is confirmed, a telephone interpreter/translator service would be used to communicate.*

3. Training Staff

- On October 25, 2016, Nathan Pearce (Assistant County Manager) attended a webinar titled, The RD LEP Implementation Strategy for Assisted Programs. It outlined a step-by-step approach to comply with the LEP requirements. It guided in collecting information relating to the LEP, conducting the Four-Factor Analysis and developing the Language Access Plan.
 - An email will be sent to all Department Heads advising of the LAP/LEP.
 - A copy of the Four-Factor Analysis and LAP will be available to all employees.
 - Language Identification Flashcards will be presented to all Department Heads
 - Telephone interpreter/translator contact information will be provided to each Department.
 - ALL employees will be advised to document any requests for any type of language assistance.

4. Vital Document Translations

- *"If a recipient provides written language services under the conditions identified in the below table, such action will be considered strong evidence of compliance with written translation obligations under Title VI";*

1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
5% or more of the eligible population or beneficiaries <i>and</i> 50 or more in number	Translated vital documents
5% or more of the eligible population or beneficiaries <i>and</i> fewer than 50 in number	Translated written notice of right to receive free oral interpretation of documents
Less than 5% of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required

- *Northampton County falls into the last row of that table, with less than 5% of the population being LEP individuals, meaning that no written translation is required.*

5. Providing Notice to LEP Persons

- With the LEP population being so little in the County, we will base our providing of public notices on an as needed basis. We will be prepared to translate any public notices in any of the languages that our LEP community speaks. We will do so by using Language Identification Flashcards to determine what language is needed. After that is determined, we will use freetranslation.com to convert the requested notice in the desired language of the LEP persons.
- These notices would be posted in high traffic areas of the county if needed.

6. Monitoring and Updating the Language Access Plan

- *Northampton County will continue to monitor the LEP population as well as the frequency with which the LEP community comes in contact with the Departments and services of the county.*
- *Northampton County will also stay up to date on the telephone interpreter/translator services provided. Northampton County will also stay aware of any other technological advances that may be beneficiary for the Departments and LEP community.*
- *An annual review will be conducted via U.S. Census updates to determine the following:*
 - *Determine the current LEP population in the County*
 - *Determine if the needs of translation services have changed based on the LEP population*
 - *Determine if the needs of the LEP community have been addressed and if the LAP has been effective.*
 - *Document any complaints or requests that have been presented by the LEP population.*
 - *Determine if interactions and contact has increased or decreased between the County services and the LEP population.*
- *The plan will be updated at a minimum of every 5 years*

Submitted and Approved by:

Chairman to the Board of Commissioners'

Date

Clerk to the Board

Date

6 Presentation to Outgoing Commissioners

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 6

Agenda Time: 10:20

Presenter and/or Subject Matter:

Mrs. Fannie Greene, Chairwoman of Board of Commissioners
Presentation to Outgoing Commissioners

Komita Hendricks
Clerk to the Board

7 Swearing In of Elected Commissioners

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 7

Agenda Time: 10:30

Presenter and/or Subject Matter:

Komita Hendricks
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 8

Agenda Time: 11:00

Presenter and/or Subject Matter:

Approval of 2017 Commissioners' Meeting Calendar

Komita Hendricks
Clerk to the Board

8 Approval of 2017 Commissioners' Meeting Calendar

The Northampton County Board of Commissioners will hold its regularly scheduled meetings on the following dates and times (unless otherwise posted) in the Commissioners' Meeting Room located at 100 West Jefferson Street Jackson, North Carolina.

<u>DATE</u>	<u>TIME</u>
January 4, 2017 (Wednesday)	10:00 a.m.
January 18, 2017 (Wednesday)	6:00 p.m.
February 6, 2017	10:00 a.m.
February 20, 2017	6:00 p.m.
March 6, 2017	10:00 a.m.
March 20, 2017	6:00 p.m.
April 3, 2017	10:00 a.m.
April 17, 2017	6:00 p.m.
May 1, 2017	10:00 a.m.
May 15, 2017	6:00 p.m.
June 5, 2017	10:00 a.m.
June 19, 2017	6:00 p.m.
July 3, 2017	10:00 a.m.
July 17, 2017	6:00 p.m.
August 7, 2017	10:00 a.m.
August 21, 2017	6:00 p.m.
September 6, 2017 (Wednesday)	10:00 a.m.
September 18, 2017	6:00 p.m.
October 2, 2017	10:00 a.m.
October 16, 2017	6:00 p.m.
November 6, 2017	10:00 a.m.
November 20, 2017	6:00 p.m.
December 4, 2017	10:00 a.m.

No Third Monday Meeting

Clerk to the Board

COUNTY OBSERVED HOLIDAYS

Jan. 2, 2017	New Year's Day	Sept. 4, 2017	Labor Day
Jan. 16, 2017	Martin Luther King's Birthday	Nov. 10, 2017	Veterans' Day
April 14, 2017	Good Friday	Nov. 23 & 24, 2017	Thanksgiving
May 29, 2017	Memorial Day	Dec. 22, 25 & 26, 2017	Christmas
Holiday			
July 4, 2017	Independence Day		

"Calendar for Commissioner Meetings for 2017"

9 Election of Chair and Vice Chair for Board of Commissioners

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 9

Agenda Time: 11:05

Presenter and/or Subject Matter:

Mr. Scott McKellar, County Attorney
Election of Chair and Vice Chair for Board of Commissioners

Komita Hendricks
Clerk to the Board

10 Appointment of County Attorney

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 10

Agenda Time: 11:15

Presenter and/or Subject Matter:

Chairperson of Board of Commissioners
Appointment of County Attorney

Komita Hendricks
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 12-05-16

Agenda Tab Number: 11

Agenda Time: 11:20

Presenter and/or Subject Matter:

Citizens/Board Comments

Komita Hendricks
Clerk to the Board