

**NORTHAMPTON COUNTY
REGULAR SESSION
January 20, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on January 20, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, Virginia Spruill, and Robert Carter

Others Present: Kimberly Turner, Scott McKellar, and Duane Ashmon

Absent: Michelle Nelson

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner stated that under Tab 7, add Sheriff Jack Smith for the NC Governor's Crime Commission Grant.

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 January 4, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for January 4, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Closed Session Minutes for January 4, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the January 4, 2016 Closed Session Minutes. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for January 20, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda with one modification under Tab 7 which is the Crime Commission Grant. **Question Called:** *All present voting yes.* **Motion carried.**

R-CCC Updates:

Dr. Michael Elam, President of Roanoke-Chowan Community College, appeared before the Board to give updates on the College. Dr. Elam brought one of his Board of Trustee members, Mr. Al Vann as well as their Dean of Finance and Facilities, Mr. David Forester.

Dr. Elam mentioned that they are starting a new marketing strategy for R-CCC, and shared with the Board some new programs the College has, and an update on a grant from the North Carolina Tobacco Trust Fund Commission that allows the College to offer more scholarship opportunities.

Mr. Forester introduced a couple of initiatives that are of interest to the College. One is concerning Energy Savings on the campus, the other is concerning the NC Bond Referendum that has been initiated from the Governor's office that will be voted upon at the primary election. Mr. Forester also gave a report to the Board on R-CCC's budget on how they are using funds that have been appropriated by Northampton, Hertford, and Bertie County.

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

ENERGY PERFORMANCE CONTRACT

July 2015 Investment Grade Audit

Goal-reduce our energy consumption and replace outdated energy equipment. Focus on air, heat, and lighting.

Partner: The energy service company, Piedmont Service Group, was selected in an earlier bid process as the construction company for this project.

Project cost: \$1.299 million.

Savings: PSG guarantees energy consumption savings > project cost over the 15 years of the loan.

Verification: Independent engineer. Interfaced with the Dept. of Environmental Quality.

Status: An active RFP for bids to finance the project. If the Board approves in January, construction would be planned over a 10 month period from March-December 2016.

2016 BOND REFERENDUM

Initiated: In the governor's office with approval coming later from the legislature

What funded: education, parks, safety, recreation, & water/sewer

When voted upon: in primaries on March 15, 2016 across the state

How much: \$2 billion across the state

Our part: 17% (\$350 million) is allocated to community colleges for new construction, repairs, and renovations with \$6,326,517 allocated for our college

Most recent similar bond: 15 years since bond to update the infrastructure in N.C.

About the bond: will be paid back over 20 years, historically low interest rates, N.C. has AAA bond rating from all 3 major rating agencies, no tax increases to fund

Our use of funds: to pay the debt if the energy performance contract is approved along with other projects

Get more info: <http://connect.nc.gov>

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 BUDGET
(EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: _____
Institution Number: 868

	1	2	3	4
Revenue Detail (excluding capital improvement projects)	State Budget	County Budget	Institutional Budget	Total Budget
State	\$ 6,713,999			\$ 6,713,999
*Includes Federal funds that are allocated to colleges by the State Board and are processed through the 112.				
County Funds				
County Appropriations (list each county separately below):				
Hertford		\$ 1,028,839		\$ 1,028,839
Bertie		\$ 55,000		\$ 55,000
Northampton		\$ 15,000		\$ 15,000
		\$ -		\$ -
(If necessary, add lines above for add'l counties)				
Misc. County Revenue				\$ -
Total County Funds		\$ 1,098,839		\$ 1,098,839

Institutional Funds**Federal Sources:**

Federal Pell and other Federal student aid grants			\$ 2,595,500	\$ 2,595,500
Federal Direct Loans				\$ -
Federal Work-Study Program				\$ -
Other Federal Grants (list):			\$ -	\$ -
Student Support Services			\$ 298,249	\$ 298,249
Workforce Investment Act			\$ 267,468	\$ 267,468
Overhead Receipts			\$ 2,000	\$ 2,000
(If necessary, add lines above)				\$ -
Total Revenues From Federal	\$ -	\$ -	\$ 3,163,217	\$ 3,163,217

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 BUDGET
(EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: _____
Institution _____
Number: 868

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
Revenue Detail (excluding capital improvement projects)				
Fees:				
Parking Fees			\$ 8,000	\$ 8,000
Student Activity Fees			\$ 40,000	\$ 40,000
Course Specific Fees			\$ 28,000	\$ 28,000
Technology Fees			\$ 25,000	\$ 25,000
Self-Supporting Course Fees			\$ 6,000	\$ 6,000
Other Fees (list, if applicable):				
Graduation Fees				\$ -
Transcript Fees			\$ 2,000	\$ 2,000
			\$ 2,000	\$ 2,000
				\$ -
(If necessary, add lines above)				\$ -
Total Revenues from Fees	\$ -	\$ -	\$ 111,000	\$ 111,000
Proprietary/Other Revenues:				
Bookstore Receipts			\$ 18,000	\$ 18,000
Vending/Food Service Receipts			\$ 12,000	\$ 12,000
Live Projects/Patron Fees			\$ 6,000	\$ 6,000
Internal Service Funds				\$ -
Interest Income				\$ -
NC Community College Grant Funds				\$ -
Education Lottery Scholarship Funds				\$ -
Gifts and Donations				\$ -
Private (non-Federal) Grants				\$ -
Endowment Income				\$ -
Other Miscellaneous Sources (list, if applicable):				\$ -
Grants and Scholarships			\$ 120,000	\$ 120,000

DCC 2-1 (Rev. 8-2012)

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 BUDGET
(EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

Revenues: Page 3 of 3

College Name: _____
Institution Number: 868

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
Revenue Detail (excluding capital improvement projects)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
(If necessary, add lines above)				\$ -
Total Revenues from Proprietary/Other Sources:	\$ -	\$ -	\$ 156,000	\$ 156,000
Total Institutional Sources			\$ 3,430,217	\$ 3,430,217
Total Estimated Revenues	\$ 6,713,999	\$ 1,098,839	\$ 3,430,217	\$ 11,243,055
Fund Balance Appropriated				\$ -

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 BUDGET
(EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: _____ 0				
Institution Number: _____ 868				
	1	2	3	4
Expenditure Detail (excluding capital improvement projects)	State Budget	County Budget	Institutional Budget	Total Budget
100 INSTITUTIONAL SUPPORT				
110 Executive Management	\$ 780,054	\$ 7,427		\$ 787,481
120 Financial Services	\$ 289,608	\$ -		\$ 289,608
130 General Administration	\$ 487,899	\$ 83,996		\$ 571,895
140 Information Systems - Admin.	\$ 383,119	\$ -		\$ 383,119
TOTAL INSTITUTIONAL SUPPORT	\$ 1,940,680	\$ 91,423	\$ -	\$ 2,032,103
200 INSTRUCTIONAL - CURRICULUM				
220 Associate Degree	\$ 2,605,326			\$ 2,605,326
TOTAL INSTRUCTIONAL - CURRICULUM	\$ 2,605,326	\$ -	\$ -	\$ 2,605,326
300 CONTINUING EDUCATION				
310 Occupational Education	\$ -			\$ -
311 Occupational Support	\$ 528,546			\$ 528,546
320 Basic Skills Plus	\$ -			\$ -
321 Adult Basic Education/ESL	\$ 190,057			\$ 190,057
322 Adult High School & GED	\$ -			\$ -
323 Compensatory Education	\$ -			\$ -
324 GED Testing	\$ 89,137			\$ 89,137
325 Basic Skills 5% Admin	\$ -			\$ -
363 Small Business Center	\$ 95,466			\$ 95,466
364 Customized Trng - Bus & Ind Support (Admin.)	\$ 40,000			\$ 40,000
365 Customized Trng - Bus & Ind Support (Instruct.)	\$ 7,500			\$ 7,500
370 NC Military Business Center (FTCC)	\$ -			\$ -
371 NC Research Campus - Kannapolis (RCCC)	\$ -			\$ -
TOTAL CONTINUING EDUCATION	\$ 950,706	\$ -	\$ -	\$ 950,706

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 BUDGET
(EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: _____ 0				
Institution Number: _____ 868				
	1	2	3	4
Expenditure Detail (excluding capital improvement projects)	State Budget	County Budget	Institutional Budget	Total Budget
400 ACADEMIC SUPPORT				
410 Library/Learning Center	\$ 248,635			\$ 248,635
421 Curriculum - Admin.	\$ 61,005			\$ 61,005
422 Continuing Education - Admin.	\$ 219,337			\$ 219,337
430 Information Systems - Academic				\$ -
TOTAL ACADEMIC SUPPORT	\$ 528,977	\$ -	\$ -	\$ 528,977
500 STUDENT SUPPORT				
510 Student Services	\$ 467,404			\$ 467,404
530 Child Care	\$ 22,430			\$ 22,430
TOTAL STUDENT SUPPORT	\$ 489,834	\$ -	\$ -	\$ 489,834
600 OPERATION & MAINTENANCE OF PLANT				
610 Plant Operation		\$ 561,696		\$ 561,696
620 Plant Maintenance		\$ 445,720		\$ 445,720
680 Innovation Quarters (Forsyth Tech CC)	\$ -	\$ -		\$ -
TOTAL OPERATION & MAINTENANCE OF PLANT	\$ -	\$ 1,007,416	\$ -	\$ 1,007,416
700 PROPRIETARY/OTHER			\$ -	\$ -
800 STUDENT AID			\$ -	\$ -
900 CAPITAL OUTLAY (excluding capital improvement projects)				
920 Equipment	\$ 143,859			\$ 143,859
923 Basic Skills/Literacy Equipment	\$ -			\$ -
930 Instructional Resources (Books)	\$ 25,158			\$ 25,158
940 Equipment - State CATEGORICAL Funds	\$ 29,459			\$ 29,459
TOTAL CAPITAL OUTLAY	\$ 198,476	\$ -	\$ -	\$ 198,476
TOTAL EXPENDITURES	\$ 6,713,999	\$ 1,098,839	\$ -	\$ 7,812,838

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE FY 2015-16 CAPITAL IMPROVEMENTS BUDGET

Capital Improvements

College Name: _____ 0 _____				
Institution Number: _____ 868 _____				
	1 State	2 County	3 Institutional	4 Total
Capital Improvement Revenues				
State Funds (funds reimbursed by System Office)*			\$	-
County Funds				
County Appropriation for CI Projects			\$	-
County GO Bond Funds			\$	-
Other County Revenue/Financing			\$	-
Fund Balance for CI Projects			\$	-
County Subtotal		\$ -	\$	-
Institutional Funds				
Federal Grant			\$	-
Private Gift/Donation			\$	-
Private Grant(s) and Other Sources (list below):			\$	-
			\$	-
			\$	-
(If necessary, add lines above)			\$	-
Institutional Subtotal			\$ -	\$ -
Total Capital Improvement Project Revenues	\$ -	\$ -	\$ -	\$ -
Capital Improvement Expenditures				
910 Buildings and Grounds			\$	-
Repairs and Renovations/New Construction			\$	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
NET (Est. Revenues - Expenditures)	\$ -	\$ -	\$ -	\$ -

Contract with Robert E. Sessoms Youth Center and Contract with iSpeak, Inc.:

Mr. John White, Acting Health Director, appeared before the Board to request approval for an agreement between Northampton County Health Department and Robert E. Sessoms Youth Center, Inc. for the purpose of providing meals for the Northampton County Health Department's Home Delivered Meals Program. Rev. Sessoms has asked for a \$.25 per meal increase.

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the proposed agreement between Northampton County Health Department and Robert E. Sessoms Youth Center for the purpose of preparing meals for Northampton County Health Department's Home Delivered Meals Program. **Question Called: All present voting yes. Motion carried.**

Mr. White wanted to add that Rev. Sessoms and his staff have been great to work with.

Mr. White also asked for approval of a contract between iSpeak, Inc. and Northampton County Health Department's Home Health Agency for the purpose of providing speech therapy services for home health patients.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Board of Commissioners approve the proposed contract between Northampton County Health Department's Home Health Agency and iSpeak, Inc. for the purpose of providing speech therapy services as presented. **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: January 20, 2016
RE: Robert E. Sessoms Youth Center, Inc. Contract

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval for an agreement between Northampton County Health Department and Robert E. Sessoms Youth Center, Inc. for the purpose of providing meals for the Northampton County Health Department's Home Delivered Meals Program.

FACTS:

1. The Home Delivered Meals Program has been providing meals to the older members of the community with the greatest economic or social needs, five days per week, since 1984.
2. These meals have been provided by the Robert E. Sessoms Youth Center, Inc. from October 1, 2015 through December 31, 2015 at a cost of \$6.50 per meal.
3. The Robert E. Sessoms Youth Center has agreed to continue to provide the meals from January 1, 2016 through December 31, 2016 at a cost of \$6.75 per meal.
4. This agreement was sent to Mr. Scott McKellar, county attorney, to go through the contract process on December 21, 2015.
5. The agreement will be presented to the Board of Health at the January 14, 2016 meeting.
6. Effective date of the contract will be January 1, 2016, upon approval.

DISCUSSION:

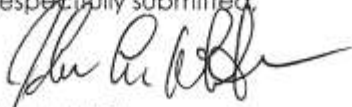
Northampton County Health Department has provided the Home Delivered Meals Program since 1984. This service provides meals, Monday-Friday, to older persons in the community with the greatest economic and social needs. The provider that had prepared the meals for the program for 20 years had to cancel their contract with the health department because of new

management. The Robert E. Sessoms Youth Center, Inc. agreed to provide the meals at the same price that was contracted to be paid to the previous provider during the 2015-2016 fiscal year which was \$6.50 per meal. The Center is asking for an increase in cost per meal due to the travel involved. The driver from the Robert E. Sessoms Youth Center drives approximately 10 miles one way Monday through Friday to bring the meals to the health department for distribution. The agreement was sent to Mr. Scott McKellar, county attorney, to go through the contract process on December 21, 2015 and will be presented to the Board of Health at the January 14, 2016 meeting.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the proposed agreement between Northampton County Health Department and Robert E. Sessoms Youth Center, Inc. for the purpose of preparing meals for Northampton County Health Department's Home Delivered Meals Program with an effective date of January 1, 2016.

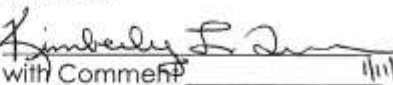
Respectfully submitted,



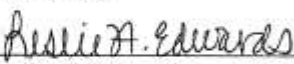
John L. White
Acting Health Director

COORDINATION:

County Manager:

Concur 
Concur with Comment _____
Non-concur _____

Finance Director :

Concur 
Concur with Comment _____
Non-concur _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Robert E. Sessoms Youth Center, Inc.	
VENDOR # _____		Address	2757 Cornwallace Rd., Greensburg, NC 27831
CONTRACT # _____		Contact	Rev. Robert Sessoms
New Contract <input type="checkbox"/> No		2	Originals 0 Copies
Renewal <input type="checkbox"/> Yes		Amount \$ 6.75 per meal	
Cost or Material Changes <input type="checkbox"/> Yes		Date originally approved by the Board of Commissioners 11/2/2015	
Original Contract sent to Contract Administrator		Date: 12/21/2015	
Originating Department/Individual: John L. White, Acting H.D.		Item or Service: Home Delivered Meals	
Department Involved: Health Department		Type of Contract: Contract	
Line Item Budgeted: 115194-522200		Period of Coverage: 01/01/2016 - 12/31/2016	
GRANTS			
Board approval for Application		Approved	Set
Board approval for Acceptance		Approved	Set
COUNTY ATTORNEY		Date Received: 12/21/2015	Date Approved: 12/23/2015
Approved as to Form: YES		Approved as to Legal Sufficiency: YES, AS REVISED	
Revisions Necessary? YES		Board Action Necessary? SEE CO. MANAGER	
Date Revisions were made? 12/23/2015, By ATTORNEY		- SCOTT MEKE	
FINANCE		Date Received: 1/10/16	Date Audited: 1/10/16
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received: 1/11/16	Date Approved: 1/11/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD 1/11/16	
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:	_____

<u>NAME OF ROUTE:</u>	<u>CURRENT NO. OF MEALS PER DAY</u>
Conway	3
Woodland	5
Rich Square	4
Jackson	7
Seaboard	4
Garysburg	6
Gaston	5
Severn	4
Milwaukee	5
Galatia	4
Henrico	5

3. The cost for said services to be paid by the Purchaser to Contractor for regular daily meals at the rate six dollars and seventy-five cents (\$6.75) per meal including tax. The price for emergency meals shall be six dollars and seventy-five cents (\$6.75) including tax. This price per meal shall be established through December 31, 2016.
4. Contractor Agrees to:
 - a. Change the source of food supply to upgrade food quality at the discretion of Purchaser.
 - b. Cause the meal production to be supervised by a dietician or an individual who is certified in institutional/hotel management or food service production and furnish Purchaser's Area Agency on Aging Office with said supervisor's credentials upon request.
 - c. Contractor will have all menus signed and certified and all menu substitutions signed and certified by a licensed dietician/nutritionist.
 - d. Contractor will, at its expense, procure and maintain in full force and effect a policy or policies of public liability insurance, the total amount of coverage at no time being less than One Million Dollars (\$1,000,000.00) for injury to any person or for injuries to all persons by any one accident insuring injury or damage during the transporting of food or as a result of the consumption of meals provided by Contractor and which insurance shall include the defense of any lawsuit against Purchaser and/or Contractor arising out of said events. Contractor will indemnify and save harmless Purchaser from any liability for any judgments that might be rendered arising out of any of said events.
 - e. Maintain all records relevant to this Contract for three (3) years and three (3) months, or until after any Federal audit. Authorized representatives of the Purchaser, NC Division of Aging, Administration of Aging, and the United States Department of Health and Human Services shall have access to all Contractor's records for audit and review at a reasonable time and place with advance notice to Contractor.
5. Contractor agrees that Purchaser will be billed on monthly basis for the number of meals delivered. Purchaser shall not be obligated to pay for meals delivered to the site when all or part of that meal is spoiled, deleted, damaged, or delivered below or about the temperatures mentioned herein for hot foods, cold foods, frozen foods, and neutral foods. If through negligence of the Contractor the meal does not meet the meal pattern requirements (through temperature, shortages or damages) the Contractor must reimburse the Purchaser the full price/cost per meal, and Purchaser will return all remaining items to Contractor.

6. In the event of adverse weather conditions, such as snow, ice, and other storms, the Contractor and Purchaser shall contact one another if preparation, reception or delivery of meals is or may be impossible. If preparation of meals is or may be impossible, Purchaser may not be responsible for any losses or inconvenience to the Contractor if notification is made by 7:00 A.M. the day of expected delivery of meals.

THIS AGREEMENT SHALL BE FOR A PERIOD OF ONE YEAR COMMENCING WITH THE DATE OF JANUARY 1, 2016 AND AT ANY TIME EITHER PARTY MAY TERMINATE THIS AGREEMENT BY PROVIDING SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY.

John L. White Date
Acting Health Director

William R. Futrell, Jr., PharmD, Date
Chair
Northampton County Board of Health

Robert E. Sessoms Date
Robert E. Sessoms Youth Center, Inc.

Kimberly L. Turner Date
County Manager

Fannie P. Greene, Chair Date
Northampton County Board of Commissioners

This Instrument has been pre-audited in the manner as

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



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: January 20, 2016

RE: iSpeak, Inc. Contract for Speech Therapy Services

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of a contract between iSpeak, Inc. and Northampton County Health Department's Home Health Agency for the purpose of providing speech therapy services for home health patients.

FACTS:

1. The Northampton County Home Health Agency does not currently provide speech therapy services in the Gaston Lake, Warren County area.
2. iSpeak, Inc. is able to provide the services needed in the Gaston Lake, Warren County area.
3. This contract was sent to Scott McKellar, county attorney on January 4, 2016 to go through the contract process.
4. The Board of Health will review this contract at their January 14, 2016 meeting.
5. Effective date of the contract will be January 1, 2016, upon approval.

DISCUSSION:

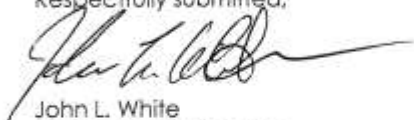
Northampton County's Home Health Agency strives to provide needed services throughout Northampton County and surrounding counties to assure the best overall care for patients. The agency's current speech therapists do not provide services in the Gaston Lake and Warren County areas. iSpeak, Inc. will provide the needed services in the areas that are not currently being served. The contract was sent to Scott McKellar on January 4, 2016 to go through the contract process. The Board of Health will review this contract at their January 14, 2016 meeting.

RECOMMENDATIONS:

The Northampton County Health Department's Home Health Agency recommends that the Commissioners approve the proposed contract between Northampton County Health

Department's Home Health Agency and iSpeak, Inc. for the purpose of providing speech therapy services as presented above with an effective date of January 1, 2016.

Respectfully submitted,



John L. White
Acting Health Director

COORDINATION:

County Manager:

Concur Kimberly L. De
Concur with Comment 11/2/16
Non-concur _____

Finance Director:

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

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR #		iSpeak, Inc.	
CONTRACT #		Address P.O. Box 373, Henrico, NC 27842	
New Contract <u>Yes</u>		Contact Monica Owens	
Renewal <u>No</u>		2 Originals 0 Copies	
Cost or Material Changes		Amount \$ 75.00 per visit	
Original Contract sent to Contract Administrator		Date 1/4/2016	
Originating Department/Individual: John L. White, Acting H.D.		Item or Service: Speech Therapy	
Department Involved: Health Department		Type of Contract: Agreement	
Line Item Budgeted: 115154-536700		Period of Coverage: 1/1/2016-12/31/2016	
GRANTS			
Board approval for Application		Approved	Set Verified
Board approval for Acceptance		Approved	Set Verified
COUNTY ATTORNEY		Date Received	Date Approved
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>1/8/2016, BY ATTORNEY</u>		<u>[Signature]</u>	
FINANCE			
Non encumbered contract Yes <u>11/11/16</u> No <u>11/11/16</u>			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved
COUNTY MANAGER		Date Received	Date Approved
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst. CM Mgr.	CM Mgr.
Outside Agency Signatures: Date Sent: _____		Date received: _____	
Copies Delivered to Appropriate Departments:		ORIGINATING _____ FINANCE _____	
Original to Outside Agency: (Departments to deliver) Date: _____		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: _____

**AGREEMENT BETWEEN
NORTHAMPTON COUNTY HOME HEALTH AGENCY
AND
ISPEAK, INC.**

THIS AGREEMENT is made and entered into this 1st day of January 2016, by and between Northampton County Home Health Agency (hereinafter referred to as "Agency") and iSpeak, Inc. (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 is a qualified speech therapist and will 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 her servants, agents and employees shall:

- A. Provide speech therapy only 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 her 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.
- 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.

- 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, verification of her qualifications:
 - 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 from the Agency 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. Provider will 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 for herself.
- L. Provide services for the Agency in the following counties: **Speech Therapy** – Hertford, Northampton, Halifax and Warren.

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 she 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 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 \$75.00 for an initial assessment and \$75.00 for each subsequent visit for speech therapy, which includes travel time, patient care, and documentation. Any clients beyond the agreed upon service area will be negotiated on a case by case basis between the home health supervisor and Monica Owens.

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 January 1, 2016 and ending on December 31, 2016. This Agreement may be renewed for additional periods upon 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.** 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	Monica Owens
John L. White, Acting Health Director	iSpeak, Inc.
PO Box 635	PO Box 373
Jackson, NC 27845	Henrico, NC 27842

- 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.

10. ***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 (HIPAA) 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 HIPAA regulations, all Protected Health Information made available to it 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

iSpeak, Inc.

By: _____
John L. White
Acting Health Director

By: _____
Monica Owens
President

Date: _____

Date: _____

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

Reslie A. Edwards
Northampton County Finance Officer

1/11/16
Date

Manager, County of Northampton 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 January 2016, by and between Northampton County, North Carolina, by and through the Northampton County Home Health Agency, hereinafter referred to as "Covered Entity", and iSpeak, Inc. 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 iSpeak, Inc. dated January 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 consideration³ 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

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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) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
 - (ii) in the event it 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 its Subcontractors to whom it 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 it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it 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 its 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, its agents and/or employees, including but not limited to court costs and attorney fees incurred by the Health Department 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 its 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^{ix}. 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 it 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 it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it 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^{xi}. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524^{xii}. If Business Associate maintains Protected Health Information electronically, it 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 it 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} This agreement may be terminated, with or without cause, at any time and by either party after giving thirty days written notice.

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, its 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.

Ad Valorem Tax Appeals, Motor Vehicle Refunds, and Present Use Applications/Approvals:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$585.76 on three appeals.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the request for release or refund of the Ad Valorem Tax Appeals submitted herein. **Question Called: All present voting yes. Motion carried.**

Mrs. Allen also asked to obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$681.34 on 23 appeals.

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

Finally, Mrs. Allen asked to obtain approval of the list of late Present Use Applications submitted due to a transfer of property, when the application meets all requirements of General Statute 105-277. Based on a decision paper approved by the Board on February 16, 2012 to the assessor to allow her to submit this group of late applications, all requirements have been met. There is one application for parcel 09-02790 for Mr. Trenton Burgess.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the present use application on parcel 09-02790 for 2015 and the Board release bills 15A0902790.1 in the amount of \$540.98, 15A0902790.2 in the amount of \$503.02, also 15A0902790.3 in the amount of \$465.06 and 15A0902790 in the amount of \$421.63. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene called for a two minute break.

Capital Improvement Plan, Appointment to the Cultural Arts Committee, Management Matters and Sheriff's NC Governor's Crime Commission Grant:

Ms. Turner appeared before the Board to obtain approval of the County's Five-Year Capital Improvement Plan for Fiscal Years 2016-2017 through 2020-2021.

A motion was made by Robert Carter and seconded by Virginia Spruill that the Board of Commissioners approve the Five-Year Capital Improvement Plan and the projects contained therein for the years 2016-2021. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also presented a request for an appointment for the Northampton County Cultural Arts Committee. Mrs. Collier, the Chairperson, is requesting to appoint Ms. Erma Jean Ross to replace Ms. Denise Barnes on the committee for a three-year term.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve Ms. Erma Jean Ross of Garysburg to the Cultural Arts Committee. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also reminded the Board that we still need two appointments on the Planning Board; one from District 2 and the other from District 3. The Board of Education has proposed to take the Commissioners on a tour of the schools. They would like to do the tour on February 3rd. She asked the Board to check their calendars.

It is a Board consensus to do the tour on February 3rd at 9:00 am.

The Public Forums have been confirmed concerning the Supplemental Tax issue on January 28th at the Wellness Center at 6:00 pm; and on February 24th at 6:00 pm at Lake Gaston. The location will be announced at a later date.

There will also be a meeting with Trillium Health Resources on January 26th at 11:00 am at the Wellness Center.

Finally, Ms. Turner spoke about a letter that she passed out to the Board concerning a meeting that she had with Steve Keen, the Eastern Regional Director of the Governor's office, Vice-Chairman Barrett, and Gary Brown. They discussed some of the issues that we have in the County in hopes that he will pass the information to the Governor.

Sheriff Jack Smith appeared before the Board to seek post approval to apply for a grant to purchase 40 9mm weapons for the deputies. The pistols that the deputies are currently carrying are 12 to 13 years old. The Northampton County Sheriff's Office will be reimbursed 100% for all costs of the pistols and other equipment used with the pistols. The amount of the grant is \$24,500.

Chairwoman Greene noted that the Sheriff mentioned that he has to pay for the items up front, and wanted to know if this is in his budget. Sheriff Smith replied that he can borrow it right now.

Vice-Chairman Barrett asked when they will recoup the money from the grant. Sheriff Smith replied that they are hoping to have it around the 1st of May.

A motion was made by Robert Carter and seconded by Joseph Barrett to allow the Sheriff's Department to accept the grant funds for the purchasing of the weapons and other materials that go along with the weapons; and to give permission to apply for the grant. **Question Called: All present voting yes. Motion carried.**

A motion was made by Robert Carter and seconded by Virginia Spruill that the Sheriff be allowed to purchase the weapons. **Question Called: All present voting yes. Motion carried.**

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

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Kimberly L. Turner, County Manager

DT: January 20, 2016

RF: Capital Improvement Plan

PURPOSE:

The purpose of this decision paper is to obtain approval by the Board of Commissioners of the County's Five-Year Capital Improvement Plan for Fiscal Years 2016-2017 through 2020-2021.

FACTS:

1. The County Manager has a responsibility to prepare and present a Capital Improvement Budget to the Board of Commissioners for the Board's consideration for approval.
2. The attached plan is a five-year plan which encompasses the years of 2016-2021.
3. The plan identifies County needs over a specific period of time with estimated costs projected for each need. The approved plan will be utilized for all future budgeting of capital needs.
4. For the purposes of this plan, a capital need is one which would cost a minimum of \$5,000 and would have a use life of at least three years.
5. The total projected costs of the five-year plan to date are \$9,283,283.
6. Approval of this plan by the Board of Commissioners constitutes only approval of the capital improvement plan process and the needs identified therein. **Approval of this plan does not approve nor authorize funding of the plan or any project included in the plan.**

DISCUSSION:

Approval for funding of any capital outlay item will be considered annually during annual operating budget preparation and approved by the Board of Commissioners.

RECOMMENDATION:

I recommend that the Board of Commissioners approve the Five-Year Capital Improvement Plan and the projects contained therein for the years 2016-2021.

Respectfully submitted,


Kimberly L. Turner
County Manager

Coordination:

Finance Officer:

Concur: Reslie A. Edwards

Non-concur _____

Concur with comments _____

Action by the Commissioners:

Approved: _____
Disapproved: _____
Other: _____

DEPARTMENT	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Additional Bays (Central Garage)	0	0	60,000	60,000	60,000
Lift for Ambulances (Central Garage)	27,000	0	0	0	0
Vehicle (Central Garage)	0	20,000	0	0	0
Fence Vehicle Storage Area (Central Garage)	8,000	0	0	0	0
Tax Dept HVAC	12,000	12,000	12,000	12,000	12,000
Courthouse Painting (Inside)	37,500	37,500	0	0	0
Courthouse Dumpster Pad & Fence	0	6,000	0	0	0
Courthouse Carpet	17,700	0	0	0	0
Courthouse Waterproof Basement	6,500	0	0	0	0
Courthouse Roof Repaint	0	0	10,000	0	0
Finance Windows	0	15,900	0	0	0
Finance (HVAC)	0	15,000	12,000	12,000	12,000
Administrative Bldg HVAC	15,000	15,000	15,000	15,000	15,000
Health Dept Carpet	5,000	0	0	0	0
Administrative Bldg (Electric Doors)	20,000	20,000	0	0	0
B&G Lawn Mower	0	0	0	0	10,400
B&G Vehicles (2)	25,000	0	25,000	0	0
Jail HVAC	15,000	15,000	15,000	15,000	15,000
Evidence Bldg (Office Renovation)	0	10,000	10,000	0	0
*Landfill Storage Shed Flo. Light Recycle	15,000	0	0	0	0
**Landfill Vehicle	0	0	20,000	0	0
**Landfill Vehicle Box Truck	0	0	0	30,000	0
**Landfill Scale House	10,000	0	0	0	0
**Landfill Add Bay on Shelter	0	0	0	0	15,000
**Landfill Loader	0	0	25,000	0	0
*Wellness Ctr Generator	110,000	0	0	0	0
Pave Gravel Parking Lot (Wellness Ctr)	0	0	25,000	25,000	25,000
Data Processing Bldg (HVAC)	0	0	0	0	10,000
E-911 Bldg (HVAC)	0	0	20,000	20,000	20,000
Sheriff Dept (HVAC)	0	0	0	0	15,000
Wellness Ctr (HVAC)	0	0	0	0	25,000
Recreation Concession Stand (HVAC)	20,000	0	0	0	0
B&G Used Bucket Truck	0	15,000	0	0	0
Administration Bldg (Roof Replacement)	32,640	0	0	0	0
Sub-Total	1,256,165	1,075,675	1,003,300	1,138,125	1,096,500
SHERIFF					
Vehicles	219,000	219,000	219,000	219,000	0
Sub-Total	219,000	219,000	219,000	219,000	0
EMS					
Ambulance	0	140,000	0	0	150,000
Ambulance	0	0	0	150,000	0
Ambulance	140,000	0	0	0	0
QRV (2)	50,000	0	0	0	55,000
Sub-Total	190,000	140,000	0	150,000	205,000
TAX					
Vehicles (2)	0	20,000	20,000	20,000	0
Sub-Total	0	20,000	20,000	20,000	0

DEPARTMENT	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
MIS					
Server Refresh	8,000	6,000	6,000	6,000	0
PC Refresh	50,000	50,000	50,000	50,000	0
Copiers	33,000	33,000	33,000	33,000	0
Sub-Total	89,000	89,000	89,000	89,000	0
COMMUNICATIONS 9-11					
Repeater Site	250,000	0	0	0	0
Sub-Total	250,000	0	0	0	0
REGISTER OF DEEDS					
Conversion of Real Estate indexes & Images	19,587	19,587	19,587	19,587	19,587
Sub-Total	19,587	19,587	19,587	19,587	19,587
EMERGENCY MANAGEMENT					
Viper Radios	0	0	15,000	15,000	0
Shelter for Resource Equipment	60,000	0	0	0	0
Sub-Total	60,000	0	15,000	15,000	0
Recreation					
Vehicle	22,000	0	0	0	0
Sub-Total	22,000	0	0	0	0
Administration					
Renovation of Old DSS Bldg	223,859	223,859	223,859	223,859	223,859
Sub-Total	223,859	223,859	223,859	223,859	223,859
TOTAL	2,420,221	1,825,066	1,608,441	1,884,609	1,544,946

DEPARTMENT	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Health	71,360	18,695	18,695	10,038	0
Code Enforcement	19,250	19,250	0	0	0
Public Works	1,256,165	1,075,675	1,003,300	1,138,125	1,096,500
Sheriff	219,000	219,000	219,000	219,000	0
EMS	190,000	140,000	0	150,000	205,000
Tax	0	20,000	20,000	20,000	0
MIS	89,000	89,000	89,000	89,000	0
Communications 911	250,000	0	0	0	0
Register of Deeds	19,587	19,587	19,587	19,587	19,587
Emergency Management	60,000	0	15,000	15,000	
Recreation	22,000	0	0	0	0
Administration	223,859	223,859	223,859	223,859	223,859
Aging					
Cooperative Extension					
Courthouse					
Day Reporting					
EDC					
Elections					
Finance					
Human Resources					
Planning/Zoning					
Soil Conservation					
Social Services					
Veterans					
Sub-Total	2,420,221	1,825,066	1,608,441	1,884,609	1,544,946
Grand Total	9,283,283				

*Reimbursed by State

**Enterprise Fund

***Reimbursed by Federal

****Telephone Surcharge Fund

Kimberly Turner

From: Judy Collier <jcolliernhcoc@embarqmail.com>
Sent: Friday, January 8, 2016 11:06 AM
To: Northampton County Government Offices
Subject: Re: Cultural Arts Committee
Attachments: ARTS COMM. MEMBERS.doc

Good Morning Kimberly

Per our telephone conversation Ms. Ross will be replacing Denise Barnes, who resigned in November, 2015. Attached is the latest list for our Cultural Arts Committee. I apologize for any inconvenience this may have caused.

Thanks

Judy Collier

On 1/7/2016 1:40 PM, Judy Collier wrote:

> Good Afternoon Kimberly
>
> I am requesting that Emma Jean Ross, P.O. Box 746, Garysburg, NC be
> appointed to the Northampton County Cultural Arts Committee for a term
> of three years. Ms. Ross will be replacing Betty Vincent, who
> resigned on October 19, 2015 for personal reasons.
>
> I would appreciate it if you would present the above item to the
> County Board of Commissioners at their next meeting.
>
> Thank you so much

—
Judy Collier Executive Director Northampton County Chamber of Commerce P.O. Box 1035 127 W. Jefferson Street
Jackson, NC 27845

DECISION PAPER

TO: County Board of Commissioners

FROM: Sheriff Jack E. Smith 

REF: Replacement of Service Pistols

DATE: 1/14/2016

PURPOSE:

To obtain the Board of Commissioners approval to purchase new pistols for deputies to replace our older ones.

FACTS:

1. It is very important that we maintain up to date pistols.
2. The service pistols our deputies are carrying are twelve (12) years old and is in need of replacement.

ASSUMPTIONS:

1. The Northampton County Sheriff's Office will be reimbursed 100 % for all cost for these pistols, holsters, magazine cases, and ammunition by the North Carolina Governor's Crime Commission.

Recommendation:

1. See Attachment A and B detailing the cost, the number of pistols, holsters, magazines cases, and ammunition to be purchased. Also the number of pistols and amount that are being traded in for store credit.
2. I am humbly asking that the Board of Commissioners approve this request.

Coordination:

County Manager

Concur: Kimberly L. Dean Date: 1/19/16
Concur with comment: _____ Date: _____
Nonconcur: _____ Date: _____

Finance Director

Concur: Reslie A. Edwards Date: 1/15/16
Concur with comment: _____ Date: _____
Nonconcur: _____ Date: _____

Chairperson County Commissioners

Concur: _____ Date: _____
Concur with comment: _____ Date: _____
Nonconcur: _____ Date: _____

ATTACHMENT A:

This is a 100% federally funded Local Law Enforcement Block Grant administered through the North Carolina Governors Crime Commission. Matching funds are not required. The maximum allowable amount for this grant is \$24,500. With these funds we will purchase 40 pistols at \$384.00 each, 40 holsters at \$89.99 each, 10 double magazine/ handcuff combo cases at \$49.99 each, ammunition at \$2,836.20, shipping and handling at \$100.00, and total sale tax at \$1,511.71 which would total \$23,907.41. Our current pistols are at least 12 years old. This program requires the funds to be paid by the agency from budgeted funds and once the pistols, etc. have been purchased the N.C Governors Crime Commission will reimburse us for the purchase at 100%. This grant must be complete and submitted on or before January 31, 2016.

ATTACHMENT B:

We will be trading in the following weapons and will be given store credit in the amount of \$11,250 at Lawmen's in Raleigh, N.C.

28 Beretta PX4 40 Calibur handguns at \$200.00 each and totaling \$5,600.00

13 Beretta 96, 40 Calibur handguns at \$250.00 each totaling \$3,250.00

3 Glock 32, 357 handguns at \$250.00 each totaling \$750.00

3 Beretta PX4 40 Calibur handguns that needs repairs at \$100.00 each totaling \$300.00

1 Beretta 96, 40 Calibur handgun at a total of \$150.00

7 Misc handguns at a total of \$1,200.00

Attachment B



OFFICE OF THE SHERIFF NORTHAMPTON COUNTY

JACK E. SMITH, SHERIFF

P.O. BOX 176

JACKSON, NC 27845

Phone: (252)534-2611

Fax: (252)534-1408

MEMORANDUM

TO: SHERIFF JACK E. SMITH

FROM: SERGEANT ALAN B. ROYE

DATE: 01/14/2016

RE: GRANT FOR THE PURCHASE OF NEW WEAPONS

I have received two separate bids for the purchase of New Duty Weapons. Lawmen's, located in Raleigh NC, presented the lowest bid for replacing these weapons. These Pistols will be purchased with a Local Law Enforcement Block Grant thru the Governors Crime Commission. This is a Non-matching Grant with a maximum amount of \$24,500. We will be required to purchase the weapons and then we will be reimbursed the full purchase price.

Pistols	15,360.00
Holsters	3599.60
Magazine pouch	499.00
Ammo	2836.20
Shipping/Handling	<u>100.00</u>
Tax	<u>1,511.71</u>
Total	<u>23,907.41</u>

The weapons we have now will be traded into Lawmen's for a store credit on purchases of Ammo, Targets and other needed equipment. If a Deputy wishes to purchase his issued duty weapon they may purchase the weapon directly from Lawmen's.

Traded in Weapons	<u>11,250.00</u>	Store credit
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REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

800 Clanton Road Ste T
Charlotte, NC 28217
Ph: 704.494.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.798.2253

SALES QUOTE

SQ-236918

1/14/2016



Customer		Contact		Ship To	
NORTHAMPTON COUNTY ATTN: ACCOUNTS PAYABLE PO BOX 176 JACKSON NC 27845 Tel: (252) 534-2611 Fax: (252) 534-1408				NORTHAMPTON COUNTY 105 W. JEFFERSON STREET JACKSON NC 27845	

Account	Terms	Due Date	Account Rep	Schedule Date
NORTHCM	NET 15	1/29/2016	GREG PLUNKETT	1/14/2016
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-236918		ROYE, ALAN		1 1/14/2016 4:00:11PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	SIGWE20229BSS SP2022 9MM BLACK NITRON NS 15RND	40	\$384.00	\$0.00	\$15,360.00
2	SLD-MI 6360-278-491 DUTY HOLSTER SP2022 STX PLAIN BLACK	40	\$89.99	\$0.00	\$3,599.60
3	QN: 20134971 SLD72839 / 781607000340 DBL MAG/CUFF COMBO CASE HI GLOSS, NICKEL, GLOCK	10	\$49.99	\$0.00	\$499.90
4	AMM53618 / 076683536181 9MM 124GR GOLD DOT HP	5	\$354.65	\$0.00	\$1,773.25
5	AMM53651 / 076683536518 9MM 124GR TMJ LAWMAN	5	\$212.59	\$0.00	\$1,062.95
6	SH SHIPPING/HANDLING	1	\$100.00	\$0.00	\$100.00

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.	Tax Details NCCTF675 \$1511.710	Taxable Total Tax Exempt Total Balance	\$22,395.70 \$1,511.71 \$0.00 \$23,907.41 \$23,907.41
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REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

800 Clinton Road Ste T
Charlotte, NC 28217
Ph: 704.484.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.796.2253

SALES QUOTE

SQ-236872

1/14/2016



Customer		Contact		Ship To	
NORTHAMPTON COUNTY ATTN: ACCOUNTS PAYABLE PO BOX 176 JACKSON NC 27845 Tel: (252) 534-2611 Fax: (252) 534-1408				NORTHAMPTON COUNTY 105 W. JEFFERSON STREET JACKSON NC 27845	

Account	Terms	Due Date	Account Rep	Schedule Date
NORTHCM	NET 15	1/29/2016	GREG PLUNKETT	1/14/2016
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-236872		ALAN, ROYE	FACTORY DIRECT	1 2/14/2016 8:00:11PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	TRADEINRAL 28) BERETTA PX4, 40 S&W, DA/SA, N/S, 3 MAGS IN GOOD WORKING CONDITION \$200 EA SUBTOTAL: \$5,600	1	\$11,250.00 EA	\$0.00	\$11,250.00
	13) BERETTA 96, 40S&W,, DA/SA, N/S, 3 MAGS IN GOOD WORKING CONDITION \$250 EA SUBTOTAL: \$3,250				
	3) GLOCK 32, 357 SIG, N/S, 3 MAGS IN GOOD WORKING CONDITIONS \$250 EA SUBTOTAL: \$750				
	3) BERETTA PX4, 40 S&W, DA/SA, N/S, 3 MAGS, NEEDS REPAIRS \$100 EA SUBTOTAL: \$300				
	1) BERETTA 96, 40 S&W, DA/SA, N/S, 3 MAGS, NEEDS REPAIRS \$150 SUBTOTAL: \$150				

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.	Tax Details EXEMPT \$0.000	Taxable Total Tax Exempt Total Balance	\$0.00 \$0.00 \$11,250.00 \$11,250.00 \$11,250.00
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REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

800 Clanton Road Ste T
Charlotte, NC 28217
Ph: 704.494.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.798.2253

SALES QUOTE

SQ-236872

1/14/2016



Customer		Contact		Ship To	
NORTHAMPTON COUNTY ATTN: ACCOUNTS PAYABLE PO BOX 176 JACKSON NC 27845 Tel: (252)534-2611 Fax: (252)534-1408				NORTHAMPTON COUNTY 105 W. JEFFERSON STREET JACKSON NC 27845	

Account	Terms	Due Date	Account Rep	Schedule Date
NORTHCM	NET 15	1/29/2016	GREG PLUNKETT	1/14/2016
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-236872		ALAN, ROYE	FACTORY DIRECT	2 1/14/2016 4:09:12PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
	7) CONFISCATED/MISC FIREARMS \$1200 TOTAL TOTAL CREDIT: \$11,250.00 -TO BE FILED AS **STORE** CREDIT- **PRICES QUOTED ARE BASED ON GUNS IN WORKING CONDITION WITH ALL PARTS AND MAGAZINES.				

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.	Tax Details: EXEMPT \$0.000	Taxable Total Tax Exempt Total Balance	\$0.00 \$0.00 \$11,250.00 \$11,250.00 \$11,250.00
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Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

Mr. Tim Hallowell from Woodland addressed the Board and thanked them for having evening meetings.

Mr. Kenneth Manuel, new Mayor of the Town of Woodland, appeared before the Board to introduce himself. He also referred to a letter he sent to the Board concerning playground equipment that the County may dispose of since receiving a grant for new playground equipment at the Cultural and Wellness Center.

Commissioner Spruill asked Mr. Manuel if he could give them a recommendation for a citizen from his Town to represent the Planning Board for District 2.

Mr. Tony Burnette also thanked the Board for evening meetings, and says it gives the working citizens an opportunity to attend.

Mr. Burnett also wanted to know if a Cost of Living Increase was in the future for County employees. He said that he was concerned about comments made to the Board previously about the loan made to the Baysire Restaurant. He felt that as a prior business owner, he was not privy to the information concerning that loan. He asked how the County will recoup the money now that the restaurant is closing if they file for bankruptcy. He also wanted to follow up with the water rate issue in Garysburg.

Chairwoman Greene responded that as far as the water bill goes, she noted that the Board made a reduction, and the Public Works Director tweaked some things like making sure the caps were in place. She noticed that her water bill has decreased and said that others in Garysburg should have seen a decrease as well. She said they will look at this issue again at budget time to see if it can be reduced further.

Chairwoman Greene also explained that the Revolving Loan is not County money, but they are funds from the State for any business owner that applies. She said it would have been available to Mr. Burnette as well, had he inquired about it.

Ms. Turner said the County has advertised the loan in the paper before, and the program information is on the County website also. She said in the loan agreement, as far as recouping the funds, the County does have security interest in the loan agreement. If the company does go bankrupt, the County can secure the property. County Attorney McKellar stated that specifically, the \$150,000 loan is secured by a first priority lien deed of trust on the building and all the equipment, and there are no other liens out there, so the County is fully protected. Should there be a default, the County can foreclose.

Concerning the Cost of Living, Chairwoman Greene stated that the Board looks at that each year when budget time comes around and decides on this issue based on the funds that the County has. She also mentioned that the employees did not get a raise, but did get a nice Christmas bonus this year. She said the Board appreciates the employees and tries to show that appreciation.

Chairwoman Greene called for Board Comments.

Commissioner Carter mentioned that he is very happy to see citizens present this evening. He also stated that at the meetings, they can get facts. He mentioned the political forum that was held in the County and feels that there was a lot of misinformation. He said by coming to the meetings, citizens can get the right answers.

Commissioner Spruill was also glad to see the group that came to the meeting tonight.

The citizens were reminded that we are conducting the evening meetings on a trial basis. If the citizens come, then we will continue.

Chairwoman Greene stated that Eastside school is a terrible looking site, and wanted to know if there is someone we can notify. Ms. Turner mentioned that Eastside belongs to the Board of Education, and she can speak with the Superintendent about it.

Ms. Belinda Joyner stated that she had an opportunity to meet with a representative from the Federal Department of the EPA. They are going around to different communities to discuss the Economic Development in the communities and see what their concerns are. They will be coming back to Northampton County and she will notify the Board when they do.

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

Michelle Nelson, Clerk to the Board
"r.m. 01-20-16"