

**NORTHAMPTON COUNTY
REGULAR SESSION
October 17, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on October 17, 2016 with the following present: Fannie Greene, Chester Deloatch, Joseph Barrett, Virginia Spruill and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar, and Komita Hendricks

Absent: Leslie Edwards

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 add Mr. William Flynn, Planning and Zoning Director to Tab number 4 for the purpose of a Second Reading of the Zoning Amendment and a request for date/time for a Public Hearing. 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. Chairwoman Greene gave the Invocation and the Pledge of Allegiance was recited.

Commissioner Robert Carter left the meeting at this time.

Approval of Regular Session Minutes for October 3, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for October 3, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Closed Session Minutes for October 3, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for October 3, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for October 17, 2016:

A motion was made by Virginia Spruill and seconded by Joseph Barrett to approve the amended agenda for October 17, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Second Reading of Amendment to Zoning Ordinance:

Mr. William Flynn, Planning and Zoning Director, appeared before the Board for a second reading of an amendment to the Zoning Ordinance whereby slaughter houses will be allowed in an Agricultural Residential district as a special use.

A motion was made by Chester Deloatch and seconded Joseph Barrett to approve the proposed amendment to the Northampton County Zoning Ordinance regarding the slaughter houses that was presented by the Planning Board. **Question Called: All present voting yes. Motion carried.**

Request Date and Time for Public Hearing – Rezoning Action:

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

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of November 21, 2016 at 6:05 pm.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to set the date and time of November 21, 2016 at 6:05 pm for a public hearing for a rezoning action. **Question Called: All present voting yes. Motion carried.**

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

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS
FROM: WILLIAM FLYNN, NORTHAMPTON COUNTY PLANNING AND ZONING DIRECTOR
DATE: OCTOBER 3, 2016
SUBJECT: PROPOSED AMENDMENT TO THE NORTHAMPTON COUNTY ZONING ORDINANCE –
SLAUGHTER HOUSES

PURPOSE:

The purpose of this public hearing is to receive and consider public input on a proposed zoning amendment that, if approved, will allow slaughter houses in Agricultural Residential zoning districts as a Special Use if specific criteria are met.

FACTS:

1. The Northampton County Planning and Zoning Department was presented with a proposed amendment to allow slaughter houses in Agricultural Residential (AR) zoning districts as a Special Use.
2. The amendment was edited several times by the Northampton County Planning Board until the final proposed amendment language, and requirements, were granted a favorable recommendation.

CONCLUSION:

Attached to this decision paper is the final draft of the proposed amendment. The amendment was given a favorable recommendation to the Northampton County Board of Commissioners by the Northampton County Planning Board. This type of use has been allowed as a Special Use in Heavy Industrial zoning districts since the 1994 adoption of the zoning ordinance. Placing this type of use in industrial or heavy commercial zoning districts is consistent across the State therefore the planning and zoning staff is not in support of this amendment.

PROPOSED SLAUGHTER HOUSE AMENDMENT

To Article II, Section II-1, D. Special Uses, add:

15. Custom meat slaughter, processing and sales operations; excluding the processing and/or sale of poultry, wildfowl, fish and small game; provided such uses meet the following minimum conditions:
 - a) The custom slaughter facility shall operate as defined and regulated by the North Carolina Department of Agriculture.
 - b) The custom slaughter facility shall be located on a parcel of at least twenty (20) acres and shall be restricted to an area measuring 295' x 295' or some similarly dimensioned area of land not to exceed 87,025 sq ft.
 - c) The custom slaughter facility shall be situated on the parcel to meet the following dimensional requirements as if the use were situated on an individual lot:

Maximum Lot Area: 87,025 sq ft.
Minimum Yards: One hundred and fifty (150) feet in all directions

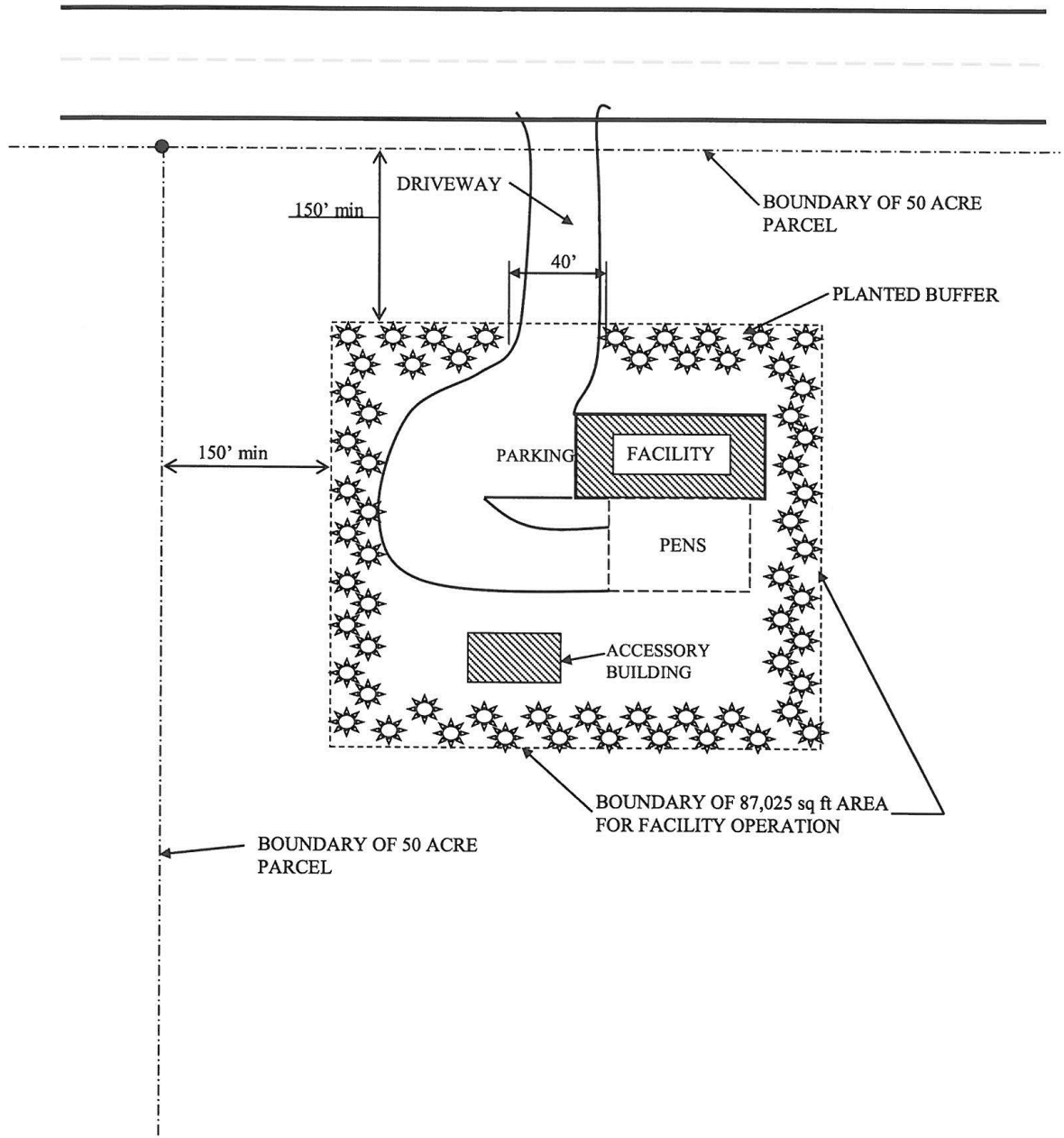
Buffer Requirement: A planted buffer shall be planted and maintained around the entire perimeter of the site, or parcel, (see example) with the exception of a gap of forty (40) feet to allow ingress and egress to and from the site. The buffer shall consist of evergreen trees and shall be planted in such a manner so there are a minimum of two (2) rows of trees, installed at a height of five (5) feet, offset from one another to provide complete coverage from the ground to a height of twelve (12) feet within five (5) years. Mature vegetation on the site may be used as part of the buffer provided that the vegetation provides coverage from the ground up to a height of twelve (12) feet. Mature vegetation on an adjacent parcel may not be included as part of the buffer requirement.

All structures, buildings or enclosed areas used for the operation shall be situated a minimum of one hundred and fifty (150) feet from all property lines, and no structures, other than signs shall be located in the front yard of the custom slaughter facility.
 - d) Minimum building size: 2,000 square feet in a single building.
 - e) Maximum building size: 10,000 square feet in either a single building or in any combination of buildings housing the principal use and other purposes directly ancillary to the principal use, except parking. Accessory buildings and uses shall meet the current requirements for accessory buildings and uses prescribed in the Northampton County Zoning Ordinance. Parking shall conform to Article IV, Section IV-1 in the Northampton County Zoning Ordinance as a Personal Service Establishment. Parking shall not extend into the required yard areas (setbacks) or buffer area.
 - f) No other use regulated by this Ordinance may be located on the parcel except for single and two-family dwellings occupied by the parcel owner and/or the immediate family (parents and children) of the owner, cemeteries, customary accessory buildings and uses, and signs all to be permitted separately consistent with Article II-1 A and other provisions of this Ordinance.

The custom slaughter facility shall be located on a parcel pursuant to part b) above situated at least 1,000 linear feet from the nearest habitable residence, either occupied or vacant, except as may be permitted pursuant to part f) above. The subsequent construction or placement of a residence on any parcel within 1000 feet of the custom slaughter facility shall not limit or otherwise adversely affect a permit issued for the custom slaughter facility.

- g) Live animals transported to the premises for processing shall be penned in facilities constructed, operated and maintained in accordance with standards established and/or promulgated by the North Carolina Department of Agriculture; and, not more than forty (40) animals in cumulative total shall be penned on the premises during any single week (beginning Sunday and ending Saturday). Pen facilities shall be located in the rear of the building containing the custom slaughter facility.
- h) Domestic Wastewater must be disposed of in a Municipal or Community Sewer System, or in an Approved On-Site System. Evidence of such must be demonstrated by a permit, letter of intent or a letter of compliance from the appropriate governing body
- i) Facilities for the storage and disposal of process waste and offal shall be constructed and maintained in accordance with the requirements of the NC Department of Agriculture and/or the NC Solid Waste Section, as applicable. Domestic solid waste shall be disposed of in accordance with applicable ordinances, regulations and rules of Northampton County and the State of North Carolina. Evidence of such must be demonstrated by a permit, letter of intent or a letter of compliance from the appropriate governing body

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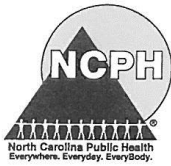


Maternal Health Clinic Provider Contract:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval for a Maternal Health Clinic Provider contract with Dr. Lawrence Singer.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the proposed contract for Maternal Health Clinic provider services between Health Department and Dr. Lawrence Singer. **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
DATE: October 17, 2016
RE: Maternal Health Clinic Provider Contract

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval for a Maternal Health Clinic Provider contract.

FACTS:

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1. The State Agreement Addendum requires local health departments to contract with local physicians capable of providing medically appropriate care to Maternal patients.
 2. The health department previously contracted with Dr. Thomas McDonald; however, Dr. McDonald is no longer able to provide services to the health department.
 3. Funding for Dr. Singer is already budgeted.
 4. The original contract was sent to Mr. Scott McKellar, County Attorney, on September 21, 2016 for legal review.
 5. The contract was presented to and approved by the Board of Health at the October 13, 2016 session.
 6. Dr. Singer has agreed to the terms set forth in the proposed contract and, upon approval, will begin provider services on October 21, 2016.

DISCUSSION:

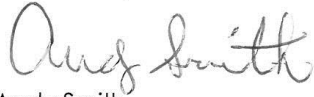
Maternal Health State Agreement Addendum requires local health departments to contract with local physicians capable of providing appropriate care and stipulates that they must agree to manage patients in accordance with North Carolina Maternal Health Program policies. Previously, the Health Department contracted with Dr. Thomas

McDonald for these services; however, he is no longer able to provide said services. Funding for this contract is already budgeted. The original contract was sent to Mr. Scott McKellar, County Attorney, on September 21, 2016 for legal review and was presented to and approved by the Board of Health at the October 13, 2016 session. Dr. Singer has agreed to the terms set forth in the proposed contract and will begin provider services on October 21, 2016 upon approval by the County Commissioners.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the proposed contract for Maternal Health Clinic provider services between the Health Department and Dr. Lawrence Singer.

Respectfully submitted,



Andy Smith
Health Director

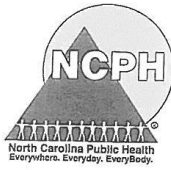
COORDINATION:

County Manager:

Concur Kimberly R. D.
Concur with Comment _____
Non-concur _____

Finance Director :

Concur Bessie Edwards
Concur with Comment _____
Non-concur _____



NORTHAMPTON COUNTY HEALTH DEPARTMENT
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**Maternal Health Contract between Northampton County Health
Department and Lawrence D. Singer MD & Associates**

This AGREEMENT, made and entered into this the 17 day of October 2016, by and between the Northampton County Health Department, (hereafter called Department), and Lawrence D. Singer MD & Associates PA (hereafter called Physician).

WITNESSETH:

WHEREAS, the Department, in the exercise of its duties, has determined the necessity for providing certain medical services to its patients which can be performed by the physician; and

WHEREAS, the Physician is available and qualified to perform such medical services.

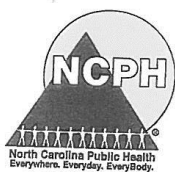
NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual terms and covenants set forth below, the receipt and sufficiency is hereby respectively acknowledged, the Department and Physician agree as follows:

1. The Physician agrees to:

- (a) Provide patient consultation, examinations, treatment and referrals for eligible patients availing themselves of the clinical services provided by the Department.
- (b) Be present at mutually agreed upon clinics and mutually agreed upon hours perform the medical services necessary for the care of the patients needing the expertise of a physician.
- (c) Advise and consult with Department personnel concerning this care and treatment of such patients, to the extent that Department personnel are able to provide on-going patients care and supervision within the policies and program guidelines of the Department; and
- (d) Provide the necessary information for the Department to maintain the medical records as may be required by the policies and program guidelines of the Department.
- (e) Not close a patient's records once said patient has enrolled in Department program without consent or approval of Department, unless said patient chooses to close record.
- (f) Provides malpractice insurance appropriate to cover OB/GYN services of this Physician in the Department

2. The Department agrees to:

- (a) Establish clinics at places and times needed for seeing those patients requiring the physician's care.



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9495 NC 305 HIGHWAY
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JACKSON, NORTH CAROLINA 27845



- (b) Within limitations imposed upon the Department, provide sufficient support personnel (nurses, aides, clerks etc.) adequately to carry out the activities for which the Physician is present.
 - (c) Refer to the Physician's clinics only those patients who are within the age limitations or other limitations acceptable to the Physician's specialty.
 - (d) Within the limits of the Department's budget, acquire and maintain adequate space and medical equipment and supplies as may be requested by the Physician, and
 - (e) Upon receipt of a monthly invoice denoting hours of service provided, pay the Physician for medical services rendered at the rate of \$125.00 per hour for clinical services.
3. This agreement may be terminated at any time by the mutual consent of the Department and the Physician. Otherwise, either the Department or the Physician may unilaterally terminate this agreement upon thirty days written notice to the other.

Department:

By: Angie Smith

Title: Health Director

Physician:

By: [Signature]

Title: MD

This Instrument has been pre-audited in the manner as

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

FY 16-17

SIGNATURE PAGE:

Chairperson
Board of Health

Date

Chairperson
Northampton County Board of Commissioners

Date

Kimberly L. Turner
County Manager

Date

Leslie Edwards
Leslie Edwards
Finance Officer

9/28/16
Date

This Instrument has been pre-audited in the manner as

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



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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Northampton County Health Department Business Associate Agreement

This agreement is made effective the, October 17, 2016 by and between Northampton County Health Department, hereinafter referred to as "Covered Entity", and Lawrence D. Singer MD & Associates PA, 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 Memorandum of Agreement between Northampton County Health Department and Lawrence D. Singer MD & Associates PA, dated October 17, 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 consideration 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 acknowledge, 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.

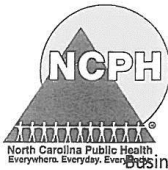
I. Definitions

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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Business Associate Agreement

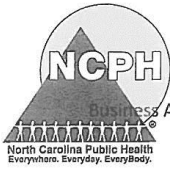
Except as otherwise defined herein, any and all capitalized items in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandate provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different 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 relationship, 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. 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 the Covered Entity, whichever occurs first, if feasible Business Associate will return or destroy (and attest to the destruction of) all Protected Health



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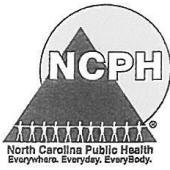
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Business Associate Agreement



- Information received from 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 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. 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 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 with 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.



NORTHAMPTON COUNTY HEALTH DEPARTMENT

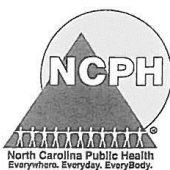
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Business Associate Agreement



- (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
- (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 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.
- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. 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 the Division 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. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of



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Business Associate Agreement



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. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR 164.524. 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 45CFR 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

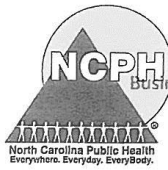
IV. TERMINATION

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 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. 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 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.



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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This Agreement will be governed by the laws of the State of North Carolina. Nor change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed 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.

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 ass of the day and year written above.

COVERED ENTITY:

By: Andy Smith

Title: Health Director

BUSINESS ASSOCIATE:

By: [Signature]

Title: MD

This Instrument has been pre-audited in the manner as

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

Introduction of New Employee- County Manager Office:

Ms. Kimberly Turner, County Manager, introduced Mr. Nathan Pearce, Assistant County Manager, a new employee within the County Managers' Office.

Resolution-Donation of Playground Equipment:

Ms. Kimberly Turner, County Manager, presented a resolution that authorizes the County Manager to donate unusable playground equipment to the Town of Woodland pursuant to NC G.S. 160 A-280.

Vice-Chairman Barrett questioned was there any liability for the County.

County Manager Turner stated that the Town of Woodland will have a Release and Indemnity Agreement to sign.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the resolution donating the playground equipment to the Town of Woodland. **Question Called:** *All present voting yes.* **Motion carried.**

Resolution-Intent to Close Roads:

Ms. Kimberly Turner, County Manager presented a resolution that intends to adopt an Order to close Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) located off Vaughan Creek Road in Pendleton, North Carolina immediately after a public hearing scheduled for Monday, November 7, 2016 at 10:05 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street in Jackson, North Carolina pursuant to G.S. 153A-241.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to adopt the resolution on the intent to close roads-SR 1352 and SR 1353. **Question Called:** *All present voting yes.* **Motion carried.**

Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board with a request from Northampton County Board of Education to hold a joint Board Retreat with current Commissioners.

The Board agreed to have the County Manager Kimberly Turner present the dates November 14, 15, or 17, 2016 for a one day Retreat with the Northampton County Board of Education.

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

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

PHONE (252) 534-2501 • FAX (252) 534-1166

RESOLUTION AUTHORIZING THE DONATION OF SURPLUS PROPERTY

WHEREAS, the Board of Commissioners of Northampton County desires to donate certain county-owned surplus property, pursuant to North Carolina General Statute Sections 153A-176 and 160A-280; and,

WHEREAS, the Northampton County has obtained a grant through Trillium Health Resources to construct an inclusive playground at the Cultural and Wellness Center; and,

WHEREAS, Northampton County will have no use for the existing playground equipment once the new inclusive playground equipment has been installed; and,

WHEREAS, the Town of Woodland has expressed the need for this playground equipment; and,

WHEREAS, the Town of Woodland would be responsible for the removal of the playground equipment from the Cultural and Wellness Center immediately after it has been dismantled; and,

WHEREAS, in support of our Towns, Northampton County wishes to donate this equipment to the Town of Woodland to assist in promoting economic well-being throughout Northampton County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Northampton County does declare said property as surplus and authorizes the County Manager to donate said playground equipment to the Town of Woodland in support of promoting economic well-being throughout Northampton County.

Adopted this _____ day of _____ 2016.

Fannie P. Greene, Chairperson
Northampton County Board of Commissioners

ATTEST:

Kimberly L. Turner, County Manager

NOTICE TO PUBLIC

Notice is hereby given that a Resolution Authorizing the Donation of Surplus Property will be presented to the Northampton County Board of Commissioners for their approval on Monday, October 17, 2016. This resolution authorizes the County Manager to donate unusable playground equipment to the Town of Woodland pursuant to NC G.S. 160A-280.

§ 160A-280. Donations of personal property to other governmental units.

(a) A city may donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the city shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused personal property. For purposes of this section a sister city is a city in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the donor city for the purposes of establishing a long term partnership to promote communication, understanding, and goodwill between peoples and to develop mutually beneficial activities, programs, and ideas. The agreement or memorandum of understanding establishing the sister city relationship shall be signed by the mayors or chief elective officer of both the donor and recipient cities.

(b) For the purposes of this section, the term "governmental unit" shall have the same meaning as defined by G.S. 160A-274(a) and shall include North Carolina charter schools.

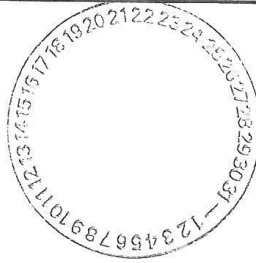
(c) The authority granted to a city under this section is in addition to any authority granted under any other provision of law. (2007-430, s. 1; 2009-141, ss. 1, 2, 3.)

Part 3. Disposition of County Property.

§ 153A-176. Disposition of property.

A county may dispose of any real or personal property belonging to it according to the procedures prescribed in Chapter 160A, Article 12. For purposes of this section references in Chapter 160A, Article 12, to the "city," the "council," or a specific city official are deemed to refer, respectively, to the county, the board of commissioners, and the county official who most nearly performs the same duties performed by the specified city official. For purposes of this section, references in G.S. 160A-266(c) to "one or more city officials" are deemed to refer to one or more county officials designated by the board of county commissioners. (1868, c. 20, ss. 3, 8; Code, ss. 704, 707; Rev., ss. 1310, 1318; C.S., ss. 1291, 1297; 1973, c. 822, s. 1; 1983, c. 130, s. 2.)

Town of Woodland



PO Box 297
123 E. Main Street
Woodland, NC 27897
Phone: (252) 587-7161
Fax: (252) 587-1893
woodlandnc@mchsi.com Email
www.townofwoodlandnc.com Website

January 15, 2016

Ms. Fannie Greene, Chairwoman
Northampton County Board of Commissioners
100 West Jefferson Street
P.O. Box 808
Jackson, NC 27845

**RE: Respectfully Request Donation of
Used Playground Equipment from
the Wellness Center to The Town of Woodland**

Dear Commissioner Greene:


Please be advised that this letter is submitted in response to an article that recently appeared in the Friday, January 8, 2016 edition of The Daily Herald. According to the article, the Northampton County Board of Commissioners passed a resolution approving the grant application for obtaining new playground equipment from Trillium Health Resources of Greenville, NC.

The article further stated that if that grant is approved, the board will donate the old playground equipment to another town, or school.

On behalf of the Town Council, I would like to respectfully request that you donate the old playground equipment to the Town of Woodland. We are in great need of playground equipment in our town. As of this date, we do not have any playground equipment for public use. It would be a tremendous asset to our town and our young people, if we could obtain this equipment. I can assure you that it will go to good use.

I thank you for your time and consideration of this matter. If you would like to discuss this matter further, please do not hesitate to contact me at 252-587-2007.

Sincerely yours,


Kenneth W. Manuel
Mayor of Woodland

cc: Board of Commissioners
Ms. Kimberly Turner, County Manager
Mr. James Roberts, Recreation Director

Northampton County

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BOARD OF COMMISSIONERS

P. O. BOX 808

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PHONE (252) 534-2501 • FAX (252) 534-1166

A RESOLUTION BY THE NORTHAMPTON COUNTY BOARD OF COMMISSIONERS DECLARING ITS INTENT TO CLOSE PUBLIC ROADS

WHEREAS, property owners on Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) located off Vaughan Creek Road in Pendleton, North Carolina petitioned to have said roads deleted from the State Maintained Road System; and,

WHEREAS, on March 7, 2016, the Northampton County Board of Commissioners approved a Resolution requesting that the North Carolina Department of Transportation review the said roads and delete roads from the State Maintained System if it meets established standards and criteria; and,

WHEREAS, in June 2016, the North Carolina Department of Transportation reviewed and deleted said roads from the State Maintained System; and,

WHEREAS, property owners of said roads requested that the County close said roads in order to gate those roads off to prevent further trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation; and,

WHEREAS, property owners agree to maintain the gravel roads, ditch banks, and shoulders on said roads.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHAMPTON COUNTY BOARD OF COMMISSIONERS that it intends to adopt an Order to close Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) located off Vaughan Creek Road in Pendleton, North Carolina immediately after a public hearing scheduled for Monday, November 7, 2016 at 10:05 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street in Jackson, North Carolina pursuant to G.S. 153A-241.

Adopted this the ____ day of _____.

Fannie P. Greene, Chairwoman
Northampton County Board of Commissioners

ATTEST:

Kimberly L. Turner, County Manager

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

2016 ROAD SYSTEM CHANGES

PETITION	COUNTY	APPROVAL DATE	ROUTE NUMBER	PORTION REASSIGNED	STREET NAME	LENGTH (miles)	TYPE OF CHANGE	REMARKS (See Attached Map)
NORTHAMPTON_2016_06_5 1094	NORTHAMPTON	6/2/2016	SR 1352		PRINCETON FARM RD	1.52	SYSTEM DELETION VIA PETITION	

2016 ROAD SYSTEM CHANGES

PETITION	COUNTY	APPROVAL DATE	ROUTE NUMBER	PORTION REASSIGNED	STREET NAME	LENGTH (miles)	TYPE OF CHANGE	REMARKS (See Attached Map)
NORTHAMPTON_2016_06_5 1095	NORTHAMPTON	6/2/2016	SR 1353		WILL STEPHENSON RD	0.40	SYSTEM DELETION VIA PETITION	

LASSITER FAMILY FARMS

1822 Lasker Road Conway, NC 27820 (252) 578-7361 donny_lassiter@hotmail.com

March 1, 2016

Dear Northampton County Commissioners',

My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. We would like to respectfully request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Donny L. Lassiter
252-578-7361

March 1, 2016

Dear Northampton County Commissioners',

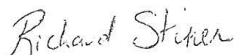
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. I would like to concur the request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Richard Stiner".

Richard Stiner
252-209-5641

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Northampton

Petition request for the abandonment of Secondary Road 1352 from the State.
Maintained System

We the under signed, being all of the property owners on Secondary Road 1352
in Northampton County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
<u>Princeton Farms, LLC</u>	<u>1822 Lasker Rd</u>
	<u>Conway, NC 27820</u>
<u>Richard D. Steiner</u>	<u>1728 Tower Rd</u>
	<u>Margarettsville, NC 27853</u>

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Northampton

Petition request for the abandonment of Secondary Road 1353 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1353
in Northampton County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
<u>Princeton Farms, LLC</u>	<u>1822 Lasker Rd</u>
	<u>Conway, NC 27820</u>
<u>Richard D. Steiner</u>	<u>1728 Tower Rd</u>
	<u>Margarettsville, NC 27853</u>



One Inch = 1504 Feet

Northampton County, NC - Tax Map



Disclaimer:
This site provided on this map is prepared for the purpose of providing general information only. It is not intended to be used for legal, engineering, or other professional purposes. This site is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

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NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION AND
HIGHWAY SAFETY REQUEST FOR DELETION TO STATE MAINTAINED
SECONDARY ROAD SYSTEM

North Carolina
County of Northampton

Road description SR 1352/Princeton Farm Road; SR 1353/Will Stephenson Road

WHEREAS, the attached petition has been filed with the Board of Commissioners of the County of Northampton requesting that the above described road, the location of which has been indicated in orange on the attached map, be deleted from the Secondary Road System; and

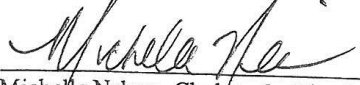
WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be deleted from the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the deletion of roads to the System.

NOW, THEREFORE be it resolved by the Board of Commissioners of the County of Northampton that the Division of Highways is hereby requested to review the above described road, and to delete the road from the System if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Northampton at a meeting on the 7th day of March 2016 and appears in the minutes of the said Commission.

WITNESS my hand and official seal this the 7th day of March 2016.


Michelle Nelson, Clerk to the Board
Northampton County Board Commissioners



Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard

Chairwoman Greene called for Board Comments.

None were heard.

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

Komita Hendricks, Recording Secretary
"r.m. 10-17-16"