

**NORTHAMPTON COUNTY
REGULAR SESSION
April 2, 2018**

Be It Remembered that the Board of Commissioners of Northampton County met on April 2, 2018 with the following present: Fannie Greene, Chester Deloatch, Charles Tyner, Geneva Faulkner, and Robert Carter.

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

Chairman Carter called the meeting to order.

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner had stated that Commissioner Faulkner asked for a video to be played after Citizens/Board comments. Chairman Carter called upon Commissioners for input. Commissioners had no changes.

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairman Carter called for a moment of silence and invited everyone to participate in the Pledge of Allegiance.

Approval of Regular Session Minutes for March 19, 2018:

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the Regular Session Minutes for March 19, 2018. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for March 19, 2018:

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the Closed Session Minutes for March 19, 2018. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for April 2, 2018:

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to approve the agenda for April 2, 2018 with adding a video after Citizens/Board Comments. **Question Called: All present voting yes. Motion carried.**

Home Health Medicare Cost Report Services:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of a contract with Allan Jones to prepare the Annual Medicare Cost Report for the Health Department effective May 2, 2018. Mr. Smith explained to the Board that the contract will give the Health Department more individualized services plus a 70 percent saving.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the contract with Allan Jones to provide Home Health Medicare Cost Report Services for the Health Department effective May 2, 2018. **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: April 2, 2018
RE: Home Health Cost Report Service Contract

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval for the Health Department to contract with Allan Jones for services to prepare the Annual Medicare Cost Report for Health Department's Home Health Program effective May 2, 2018

FACTS:

1. Northampton County Health Department Home Health Program provides Home Health Services based on physician referral to Home-Bound Patients.
 2. Northampton County Health Department currently contracts with an Accounting Firm based in Charlotte to perform Medicare Cost Report at a cost of in excess of \$10,000 per year.
 3. Through the Health Department's "Continuous Quality Improvement Initiative", all programs are continuously reviewed on an annual basis in an effort to reduce program expenses.
 4. The proposed contract with Allen Jones would save the Health Department in an excess of \$5000 per year on an Annual Basis.
-

DISCUSSION:

Northampton County Health Department respectfully asks the Northampton County Commissioners approval to enter into contract with Mr. Allan Jones to prepare the annual Medicare Cost Report for the Health Department's Home Health Program. The Medicare Cost Report is required to be completed each year by the Centers for Medicare/Medicaid Services (CMS) for the Health Department Home Health Program.



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By contracting with Allan Jones for Home Health Medicare Cost Report Services, the Health Department will receive more individualized services while saving in excess of \$5000 on an annual basis. This savings will in turn allow the Health Department Home Health Program to decrease operation costs while increasing profit margins.

RECOMMENDATIONS:

The Northampton County Health Department and Board of Health recommend that Northampton County Commissioner's approve the Contract with Allen Jones to provide Home Health Medicare Cost Report Services effective May 2, 2018

Respectfully submitted,

Andy Smith
Andy Smith
Health Director

COORDINATION:

County Manager:

Concur *Kimberly F. Jones*
Concur with Comment _____ 3/27/18
Non-concur _____

Human Resources Director:

Concur _____
Concur with Comment _____
Non-concur _____

Finance Director:

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between Northampton Health Department (hereinafter referred to as "Agency") and R. Allan Jones (hereinafter referred to as "Service Provider"). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Agency is a "covered entity" within the meaning of 45 CFR 160.103;

WHEREAS, Service Provider provides accounting, consulting, or other services to Client and in connection therewith, Client wishes to disclose "protected health information" within the meaning of 45 CFR 160.103 to Service Provider and Service Provider wishes to receive protected health information and, on behalf of Agency, create, maintain, or transmit protected health information (collectively, "Agency's PHI");

WHEREAS, Service Provider is a "business associate" within the meaning of 45 CFR 160.103;

WHEREAS, Agency and Service Provider intend to protect the privacy and provide for the security of Agency's PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder ("HIPAA Rules");

WHEREAS; the HIPAA Rules require that Agency receive adequate assurances that Service Provider will comply with certain obligations with respect to Agency's PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Agency's PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. Obligations and Activities of Service Provider.

- a. **Permitted and Required Uses and Disclosures.** Service Provider shall not use or disclose Agency's PHI except as permitted or required by this Agreement or as required by law. Specifically, Service Provider agrees as follows:
 - i. Service Provider may only use or disclose Agency's PHI as necessary to perform the services set forth in the service agreement, if any, between Agency and Service Provider, to perform functions, activities, or services for, or on behalf of, Agency as requested by Agency from time to time, or as required by law.

- ii. Service Provider shall use or disclose only the "Minimum Necessary" amount of information as such term is defined in the HIPAA Rules, required to conduct the authorized activities herein, except that Service Provider will limit disclosures to a limited data set as set forth in 45 CFR 164.514(e)(2) as required by the HIPAA Rules.
 - iii. Service Provider may not use or disclose Agency's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Agency, except that Service Provider may use or disclose Agency's PHI for the proper management and administration of Service Provider or to carry out the legal responsibilities of Service Provider provided the use or disclosures are required by law or Service Provider obtains reasonable assurances from the person to whom the information is disclosed that Agency's PHI will remain confidential and used or further disclosed only as required by law or the for the purposes for which it was disclosed to the person, and the person notifies Service Provider of any instances of which it is aware the confidentiality of Agency's PHI has been breached.
 - iv. Service Provider may use Agency's PHI to provide "data aggregation services" relating to the health care operations of Agency within the meaning of 45 CFR 164.501.
 - v. Service Provider shall not disclose Agency's PHI in a manner that would violate any restriction thereof which has been duly communicated to Service Provider.
 - vi. Except as permitted by the HIPAA Rules, Service Provider shall not directly or indirectly receive remuneration in exchange for any of Agency's PHI unless authorized in writing by Agency.
- b. Safeguards. Service Provider shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Agency's PHI other than as provided in this Agreement.
- i. Administrative Safeguards. Service Provider shall implement all required administrative safeguards pursuant to 45 CFR 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, Service Provider shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA rules.
 - ii. Physical Safeguards. Service Provider shall implement all required physical safeguards pursuant to 45 CFR 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, Service Provider shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 CFR 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.
 - iii. Technical Safeguards. Service Provider shall implement all required technical safeguards pursuant to 45 CFR 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules.

Additionally, Service Provider shall either implement or properly document the reasons for non-implementation of all technical safeguards of 45 CFR 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

- c. Reporting of Disclosures. Service Provider shall report to Agency any use or disclosure of Agency's PHI not provided for by this Agreement of which Service Provider becomes aware, including any acquisition, access, use or disclosure (i.e., "breach") of "unsecured protected health information," within the meaning of 45 CFR 164.403, any security incident of which Service Provider becomes aware. Service Provider shall make such report to Agency without unreasonable delay and in no case later than fifty (50) calendar days following discovery of the breach. Service Provider's notice to Agency shall include all information needed by Agency to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR 164.410.
 - d. Satisfying Requests for Access. Service Provider shall make available to Agency's PHI in a "designated record set", within the meaning of 45 CFR 164.501, as Agency may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR 164.524. If Service Provider receives a request for access directly from an individual or an individual's designee, Service Provider shall forward such request within five (5) calendar days to Agency for Agency to fulfill. Alternatively, if directed by Agency and agreed to by Service Provider, Service Provider shall make available to the individual or the individual's designee Agency's PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR 164.524. Service Provider shall provide such access within thirty (30) calendar days of receiving a request for access and shall confirm to Agency in writing that such request has been fulfilled.
 - e. Internal Practices. Service Provider shall make its internal practices, books and records relating to the use and disclosure of Agency's PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.
 - f. Policies and Procedures; Documentation. Service Provider shall develop appropriate policies and procedures relating to its compliance with the administrative, physical and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR 164.316
 - g. Compliance as if Covered Entity. To the extent Service Provider is to carry out one or more of the obligations imposed on the Agency as "covered entity" under Subpart E of 45 CFR Part 164, Service Provider shall comply with the requirements of said Subpart E that apply to the Agency in the performance of such obligations.
2. Agency Obligations. Agency shall provide notice to Service Provider of any of the following:
- a. Any limitations in the notice of privacy practices of Agency under 45 CFR 164.520, as well as any changes to such limitations, to the extent that such limitation may affect Service Provider's use or disclosure of Agency's PHI.
 - b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Service Provider's use or disclose of Agency's PHI.

- c. Any restriction on the use or disclosure of protected health information that Agency has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Service Provider's use or disclosure of Agency's PHI.

Agency shall not request Service Provider to use or disclose Agency's PHI in any manner that would not be permissible under the HIPAA Rules if done by Agency, except that Agency may request Service Provider to provide to Agency "data aggregation services" relating to the health care operations of the Agency within the meaning of 45 CFR 164.501, as permitted by 45 CFR 164.504(c)(2)(i)(B).

3. **Treatment of Agency's PHI in the event of Termination of Agreement.** Upon termination of contract for any reason, Service Provider, with respect to Agency's PHI, shall:
 - a. Retain only that portion of Agency's PHI which is necessary for Service Provider to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to Agency or, if agreed to by Agency, destroy remaining Agency's PHI that Service Provider still maintains in any form and retain no copies of such Agency's PHI;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Agency's PHI, other than as provided for in this Section, for as long as Service Provider retains any Agency's PHI;
 - d. Not use or disclose Agency's PHI retained by Service Provider other than for the purposes for which Agency's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;
 - e. Return to Agency or, if agreed to by Agency, destroy remaining Agency's PHI retained by the Service Provider when it is no longer needed by Service Provider for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Agency's PHI;
 - f. Obtain or ensure the destruction of any Agency's PHI created, received, or to carry out its legal responsibilities and retain no copies of such Agency's PHI;
 - g. Within thirty (30) calendar days after termination or expiration of Contract, certify in a written statement signed by Service Provider that all Agency's PHI has been returned or disposed of as required above.
4. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Agency, Service Provider, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
5. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.
6. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Agency, to: Northampton County Health Department
PO Box 635
Jackson, NC 27845
Attention: Andy Smith, Health Director

If to Service Provider, to: R. Allan Jones
PO Box 25001
Winston-Salem, NC 27114
Email: raj4330@bellsouth.net

Or to such other names or addresses as Agency or Service Provider, as the case may be, shall designated by notice to the other.

- 7. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.
- 9. **Non-Waiver.** No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.
- 10. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of North Carolina without regard to such state's conflict of law's provisions.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Northampton County Health Department

By: _____

_____ (SEAL)

Print Name: _____

R. Allan Jones

Title: _____

Title: _____

Date: _____

Date: _____

This instrument has been pre-audited in the manner as

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

CONTRACT OF AGREEMENT

BETWEEN

NORTHAMPTON COUNTY HEALTH DEPARTMENT

AND

R ALLAN JONES

INTRODUCTION

THIS AGREEMENT IS MADE AND ENTERED INTO THE 23 THIRD DAY OF February 2018, BY AND BETWEEN NORTHAMPTON HEALTH DEPARTMENT (HOME HEALTH) AND R. ALLAN JONES, COST ACCOUNTANT/CONSULTANT HEREINAFTER REFERRED TO AS THE PROVIDER AND NORTHAMPTON HEALTH DEPARTMENT (HOME HEALTH) REFERRED TO AS THE AGENCY.

1. IN CONSIDERATION OF THE MUTUAL PROMISES, AGREEMENTS, AND UNDERTAKINGS SET FORTH, IT IS HEREBY AGREED AS FOLLOWS:

THAT THE PROVIDER SHALL:

1. PREPARE THE ANNUAL MEDICARE COST REPORT INCLUDING PREPARATION AND PRESENTATION DURING AUDIT BY THE INTERMEDIARY.
2. PROVIDE INTERIM CONSULTATION AS NEEDED.
3. PERFORM AS INDEPENDENT CONTRACTOR, NOT TO BE CONSIDERED AN EMPLOYEE OF THE AGENCY.

THAT THE AGENCY SHALL:

1. PROVIDE THE NECESSARY INFORMATION FOR THE PROVIDER TO PERFORM THE ABOVE DUTIES
2. REIMBURSE AT THE RATE OF \$5000.00 FOR THE ANNUAL COST REPORT AND \$1275.00 PER DAY FOR ADDITIONAL SERVICES. THESE AMOUNTS ARE DUE UPON COMPLETION OF WORK.

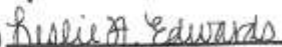
THIS CONTRACT IS BINDING FROM THIS DAY UNTIL JUNE 30, 2019. EITHER PARTY MAY TERMINATE THIS CONTRACT WITH NO LESS THAN 30 DAYS PRIOR WRITTEN NOTICE.

HEALTH DIRECTOR
NORTHAMPTON COUNTY



CONSULTANT
PO BOX 25001
WINSTON SALEM NC 27114

This instrument has been pre-audited in the manner as

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

Management Matters:

Ms. Kimberly Turner, County Manager, provided the Board with dates that were requested to meet with Halifax Community College, Northampton County Board of Education and Northampton County Board of Commissioners in reference to the Early College. The dates were April 25 before 1 pm and April 26, 2018.

The Board consensus was to meet on April 25, 2018 at 11 am at Halifax Community College.

County Manager Turner also provided the Board with an update on Customer Service Training, Budget, and audit report.

Legislative Goals:

The Board of Commissioners met with Representative Michael Wray and Senator Erica Smith on the 2018 Legislative Goals for Northampton County as deemed a priority by the North Carolina Association of County Commissioners. These are the following goals: Goal #1- Seek legislation to establish a new state-county partnership to address statewide public school capital challenges-including but not limited to maintenance, renovation, construction and debt-though a dedicated, stable funding stream that is consistent from county to county and sufficient to meet the school facility needs of all 100 counties; Goal #2- Seek legislation to repeal the statutory authority under NC G.S. 115C-431(c) that allows local school boards to file suit against county board of commissioners over county appropriations for education; Goal #3- Seek legislation funding and other efforts to expand digital infrastructure/broadband capability to un-served and under-served areas of the state; Goal #4- Support efforts to preserve and expand the existing local revenue base of counties, and oppose efforts to divert to the state fees or taxes currently allocated to the counties to the state. Oppose efforts to erode existing county revenue streams and authorize local option revenue sources already given to any other jurisdiction; and Goal #5- Support legislation providing flexibility to align K-12 and community college calendar.

Topics of discussion also included judicial redistricting, economic growth, unpaved private roads, the Widening of US-158 project, hydrilla on Lake Gaston, and grant funding.

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



NCACC Legislative Brief

2018 Priority Goal: Seek legislation to establish a new state-county partnership to address statewide public school capital challenges—including but not limited to maintenance, renovation, construction and debt—through a dedicated, stable funding stream that is consistent from county to county and sufficient to meet the school facility needs of all 100 counties.

Talking Points:

- While counties and the state have distinct responsibilities to build and operate schools, we have always partnered to share these responsibilities. Counties contribute significantly to school operations while the state has provided financing and direct funding for school capital.
- When the NC Education Lottery was enacted in 2005, 40% of the annual net proceeds were directed to the Public School Building Capital Fund to replace bonds and financing with a sustainable source of revenue to help counties address these needs.
- Since 2010, the General Assembly has provided limited lottery funds for school construction which have only recently been expanded from \$100 million flat in previous years to \$130 million this year and \$ 175 million next year. This is still below the 40% that was promised to counties with passage of the lottery.

Requested Action: Pass H866/S542 bonds for school capital and H333 local sales tax flexibility for education.

Background and Goal Status: The statutory provisions for school funding divide the responsibility between state and county governments. Over time, the partnership and responsibilities have become blurred, with the state providing some capital funds and counties supplementing operating expenses.

From 1949 until 1996, the state passed bonds to fund school capital. The state also established the Public School Capital Fund and the Critical School Facility Needs Fund in 1987. They were funded through corporate income taxes, state sales tax and withholding tax. The funds were eventually eliminated.

When the North Carolina Education lottery passed, counties received 40% of the lottery proceeds, which were dedicated to education for their school construction needs.

(over)

The lottery was lauded as a solution to school capital funding because it was a consistent, stable, constantly growing revenue source.

However, in 2011, the General Assembly eliminated the 40% standard and replaced it with an annual appropriation that was a flat \$100 million until 2017 when it was increased to \$130 million in total and will grow to \$175 million next year. This represents around 20% of lottery proceeds in 2017. The final budget allocated \$100 million from lottery proceeds to the Public School Building Capital Fund and adds \$30 million in FY 2018 and \$75 million in FY 2019 to a newly-created Needs-Based Public School Capital Fund. Legislation authorizing expansion of local option sales taxes and a statewide bond referendum did not pass but is eligible for short session.

NCACC remains committed to this three pronged approach (increased lottery funding; a bond; local option sales tax) to meet county school capital needs.

For more information on this issue, please contact: Johanna Reese at johanna.reese@ncacc.org or 919-715-8044



NCACC Legislative Brief

2018 Goal: Seek legislation to repeal the statutory authority under NC G.S. 115C-431(c) that allows local school boards to file suit against a county board of commissioners over county appropriations for education.

Talking Points:

- N.C. Gen. Stat. 115C-431(c) expressly authorizes school boards to sue counties over "sufficiency" of current expense or capital funding levels, leaving courts and juries to determine sufficiency.
- This statutory authorization inherently creates an adversarial relationship between the school boards and the boards of county commissioners and has cost taxpayers millions of dollars in legal fees and litigation expenses.
- In 2016, the General Assembly passed legislation directing legislative staff in the Program Evaluation Division to conduct a study of the current process. That study is complete.

Requested Action: Repeal the statutory provision that expressly authorizes school boards to sue county commissioners over local education appropriations and implement an alternate process such as the one recommended by the PED report.

Background and Goal Status: A local school board is required to submit its budget request to the board of county commissioners. If a dispute arises over the amount appropriated, N.C.G.S. 115C-431 governs the process for resolving that dispute and permits school boards to sue boards of commissioners. School boards are not expressly permitted to sue the state or federal government for lack of adequate funding, and no other entity is specifically granted this power to sue a taxing authority over funding sufficiency.

An alternate means of resolving these disputes is necessary to foster more collaborative relationships between the two boards and to safeguard against the needless expenditure of taxpayer dollars to fund litigation and legal expenses.

S531/H305 School Boards Can't Sue Counties amended the statute that establishes the dispute resolution process for boards of county commissioners and boards of education. S531 passed the Senate with bipartisan support but was not heard in the House and is eligible for short session.

The NCGA's Program Evaluation Division completed a study and report on the issue. The study recommends limiting school boards ability to sue and establishes a funding mechanism in the event that the dispute resolution process is not successful. NCACC supports legislation that would implement a process similar to that in the PED report.

For more information on this issue, please contact: Johanna Reese, 919-715-8044, johanna.reese@ncacc.org



NCACC Legislative Brief

2018 Goal: Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the un-served and under-served areas of the state.

Talking Points:

- As technology plays a larger role in the classroom, county-supported broadband infrastructure in partnership with the private sector can help connect students in the classroom and at home. This ensures critical learning and networking opportunities are not missed for students without internet connectivity to the home.
- High speed Internet access is essential to economic development, and allowing counties to deploy broadband infrastructure and services will help attract, retain and grow commerce.

Requested Action: Pass H390/S208 to support broadband access for residents, and businesses through policies and funding that allow counties to invest in digital infrastructure.

Background: Across the state, county leaders are hearing about the "homework gap." While students have access to the internet at school, many do not have internet in the home and therefore are disadvantaged when studying, completing homework, and applying to college. This gap will grow as the state's funding for classroom books shifts to digital textbooks. High speed internet access is also crucial for job searches, online business development, and access to health care in rural areas.

Counties currently have limited authority to provide grants to encourage broadband access for economic development, but counties need additional tools to help enhance internet connectivity using public-private partnerships. House Bill 390 and Senate Bill 208 (Counties/Internet Infrastructure) would give counties the authority to build out internet infrastructure to expand access in partnership with private internet service providers.

The *North Carolina Broadband Plan* commissioned by the General Assembly in 2015 recommends ways to lower cost barriers by clarifying county ability to invest in grants and infrastructure, and lease digital infrastructure to the private sector. Amending the law in two places could leverage county assets to partner with private internet service providers and help lower barriers to access and adoption. The first change would allow counties to own certain digital assets and lease them to the private sector. The second change would expand the types of funding sources counties can use to provide grants to increase access for economic development under existing law.

For more information on this issue please contact Hugh Johnson at (919) 715-7659 or hugh.johnson@ncacc.org



NCACC Legislative Brief

2018 Goal: Support efforts to preserve and expand the existing local revenue base of counties, and oppose efforts to divert to the state fees or taxes currently allocated to the counties to the state. Oppose efforts to erode existing county revenue streams and authorize local option revenue sources already given to any other jurisdiction.

Talking Points:

- Counties have the authority to enact sales taxes through five statutory Articles. Some of these sales taxes are earmarked for specific purposes such as the Article 43 ¼ cent for public transit (½ cent for six counties)
- Counties are not requesting an increase in the overall statutory cap, just the flexibility to use funds to address local needs within the existing five Articles
- Counties need a stable and consistent revenue source to provide effective, efficient services.

Requested Action: Pass H333 or similar legislation to expand flexibility for counties to use Article 43 and Article 46 sales taxes for educational and general purposes.

Background and Goal Status: Through five laws addressing county sales tax authority, 94 counties have the authority to raise up to 2.5 cents of sales tax while six have the authority to raise up to 2.75 cents. Some of the revenues from these Articles are earmarked for specific uses such as public transit funding. Four counties have approved the Article 43 transit tax, while 31 counties have approved the Article 46 tax for general purposes.

County boards are the closest level of government to the people of North Carolina, and counties are in the best position to understand and respond to local needs. As such, counties should have more flexibility to use local revenues to address local challenges whether they are infrastructure, education, economic development or other needs.

Three bills (H437, S166 and H333) were all aimed at expanding local revenue flexibility, including using revenue now earmarked for public transit for education, without raising the overall cap on sales taxes. H333 passed the House, but the Senate was unwilling to consider any of the bills. All are eligible for short session.

For more information on this issue, please contact: Hugh Johnson, (919) 715-7659, hugh.johnson@ncacc.org.



NCACC Legislative Brief

2018 Goal: Support legislation providing flexibility to align K-12 and community college calendar.

Talking Points:

- Currently, community college classes start in early August while public schools begin in late August.
- Both systems and the families involved would benefit if the systems were allowed to coordinate their school year calendars to best meet their needs.
- Flexibility would allow for more effective use of continuing technical education resources, allow public school students to take community college courses during their normal school day, and improve efficiencies combining community college students, early college students, and high school students for instruction.

Requested Action: Pass H375 to allow LEA's the flexibility to align local K-12 school calendars with community college calendars.

Background and Goals Status:

School calendar flexibility has been an NCACC legislative goal for some time. The issue is gaining urgency as more communities develop stronger partnerships between K-12 schools and community colleges in the form of Early College and other career readiness programs. Providing more flexibility to LEA's to determine school calendars would increase student participation and buy-in in these programs.

One statewide bill, H375, granting local boards of education the ability to align school start dates with that of a community college serving the county, passed the House but saw no action in the Senate. Legislation establishing a pilot program authorizing school calendar flexibility for 20 school districts, H389, also was passed by the House and included in the House budget. The Senate took no action on H389 and the final budget did not include the language. Both H375 and H389 remain eligible for consideration in 2018. Additionally, dozens of local bills granting local calendar flexibility were introduced during the 2017 session, but none saw action by the General Assembly.

For more information on this issue, please contact: Adam Pridemore at adam.pridemore@ncacc.org or 919-715-7665

Citizens/Board Comments:

Chairman Carter called for Citizens Comments.

None were heard.

Chairman Carter called for Board Comments.

Commissioner Tyner thanked everyone for attending the meeting. He made comments in reference to the audit, grant funding, and answering concerns from citizens. He also stated to the citizens to give them time to make things better for Northampton County.

Vice-Chairwoman Greene stated that she is happy to see everyone. She also stated that she has been working for years to make this better in Northampton County and will continue to do so. She also mentioned that her and others with open door policy to listen to their concerns if they may have any and to just contact them.

Commissioner Deloatch thanked everyone for coming.

Commissioner Faulkner also thanked everyone for attending. She made comments in reference to growth of Northampton County that included education system, economic development and the environment, and focus on recreation and jobs during budget season.

Future of Work:

A video, "Future of Work", was played now at the request of Commissioner Faulkner.

A motion was made by Chester Deloatch and seconded by Fannie Greene to recess regular session and enter into closed session for the purpose of G.S. 143-318.11 (a)(3) and G.S. 143-318.11 (a)(6). **Question Called: All present voting yes. Motion carried.**

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

Work Session:

Mr. Gary Brown, EDC Director, Mr. James Roberts, Recreation Director, and Mr. Dick Collier appeared before the Board to provide updates on some items that were discussed at the Board Planning Meeting with a PowerPoint presentation.

Mr. Gary Brown provided an update on marketing, teacher housing, housing development, and public infrastructure.

Mr. James Roberts provided an update on possible recreation in the Town of Woodland and Lake Gaston.

Mr. Dick Collier provided an update on future plans for Tourism through advertisement, boat landing, and Lake Gaston. He also provided the Board with several events that are going to happen this year that will possibly benefit Northampton County.

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

Komita Hendricks, Clerk to the Board
"r.m. 04-02-18"