



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
September 10, 2018**

**6:00 pm Convene Regular Meeting (County Auditorium)**

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Tab 1 Reports and Presentations**

- |  |       |
|--|-------|
| a. Recognition of Retirees   | 1     |
| b. Recognition of NC Senior Games State Finals Participants            | 2     |
| c. Introduction of New Sampson Area Transportation Director            | 3     |
| d. Recognition of Human Resources Director for Achieving Certification | 4 - 5 |

**Tab 2 Planning and Zoning**

- |   |        |
|---|--------|
| a. Approval of Final Subdivision Plat – Mill Ridge Subdivision, Phase III | 6 - 28 |
|---|--------|

**Tab 3 Action Items**

- |   |         |
|---|---------|
| a. Public Works – Request to Install Water Lines, McKenzie Road   | 29 - 30 |
| b. Sampson County Schools – SRO Grant Funding Request   | 31 - 36 |
| c. Public Hearing – Consideration of Performance Based Incentives for Economic Development Project, Rheinfelden Americas, LLC | 37 - 67 |
| d. Public Hearing – Naming of Private Roads   | 68 - 70 |
| e. Appointments   | 71 - 75 |
| • Child Fatality Team   |         |

**Tab 4 Consent Agenda**

76 - 77

- |   |         |
|---|---------|
| a. Approve the minutes of the August 6, 2018 meeting  | 78 - 86 |
| b. Schedule a public hearing regarding FY 2020 CTP Grant Funding for October 1, 2018  | 87      |
| c. Approve execution of the Memorandum of Understanding between Clinton City Schools and Sampson County EMS regarding High School Emergency Medical Technician Program  | 88 - 90 |
| d. Approve the request for destruction of certain Expo Center records pursuant to the Records Retention and Disposition Schedule (Rental Contract/Lease Agreements 2012-2013; Paid Invoice Files 2012-2013; CenterStage Invoices/Documents 2012-2013) | 91      |

**Tab 4 Consent Agenda, continued**

- e. Approve the request for destruction of certain Public Works records pursuant to the Records Retention and Disposition Schedule (Daily Reports, Bill Tab Receipts, Bill Register Reports, Meter Reading Reports, Cutoff Reports, Work Orders – 2014-15) **92**
- f. Approve the contract for school health nursing services between Clinton City Schools and the Sampson County Health Department **93 - 102**
- g. Approve the extension of the contract between Sampson County and Waste Industries, LLC for solid waste recyclables and collection **103 - 104**
- h. Approve the Home and Community Care Block Grant Budget Revision 1 **105 - 107**
- i. Adopt a resolution authorizing the conveyance of real property (Book 1547, Page 699 Sampson County Registry) to the Sampson County Board of Education **108 - 114**
- j. Approve the Assistance Policy and the Procurement Policy for the 2018 funding cycle of the Urgent Repair Program **115 - 123**
- k. Approve delinquent disabled veteran exclusion applications for Dennis W. Sutton, Larry E. Williams, Michael W. McLymore, William O. Harris, Dwight D. Miller, and Darious G. Lassiter **124 - 141**
- l. Approve tax refunds and releases as submitted **142 - 157**
- m. Approve budget amendments as submitted **158 - 167**

**Tab 4 Consent Agenda, Board of Health items**

- n. Approve the revised Health Insurance Portability and Accountability Act (HIPAA) Policy and Procedure **168 - 230**
- o. Approve annual updates to the Sampson County Administrative Manual **231 - 295**

**Tab 5 Board Information Items (no action needed)**

- a. June 18, 2018 Health Advisory Committee Meeting Minutes **296 - 297**
- b. 2017 Annual Child Fatality Prevention Team Report **298 - 300**
- c. 2017 Annual Child Fatality Prevention Team Report **301 - 304**
- c. Notice of Joint Meeting with SRMC Board of Trustees September 24, 2018 **305**

**County Manager's Reports**

(Manager will provide updates and reports on various matters.)

**Public Comment Period**

**306 - 307**

Policy can be found as last page of agenda. Copies are available at sign in desk of meeting room. All written materials to be presented to the Board must be provided to the Clerk for distribution in advance of the Public Comment Period.

**Recess to Reconvene – Monday, September 17 (6 pm) for Water Work Session**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    1 (a)

Meeting Date:    September 10, 2018     Information Only     Public Comment  
 Report/Presentation     Closed Session  
 Action Item     Planning/Zoning  
 Consent Agenda     Water District Issue

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SUBJECT:                      Recognition of Retiree  
DEPARTMENT:                Governing Body  
PUBLIC HEARING:            No  
CONTACT PERSON:            Vice Chairperson Sue Lee  
PURPOSE:                     To recognize County employees for their dedicated service  
ATTACHMENTS:              None  
BACKGROUND:                Retirees for August:  
                                      Deborah Dudley, Library: 9/89 - 8/18  
RECOMMENDED  
ACTION OR MOTION:        Present retiree with a County plaque in recognition of her years of service to the  
                                      County

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

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**SUBJECT:** Recognition of NC Senior Games State Finals Participants

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Marie Faircloth, Garland Senior Center Director  
Lorie Sutton, Department of Aging Director  
Sabina Gamas and Charles Powell, Senior Athletes

**PURPOSE:** To recognize NC Senior Games State Finals Participants

**ATTACHMENTS:** None

**BACKGROUND:**

The Board has the opportunity to recognize the achievements of two of our senior athletes - Sabina Gamas and Charles Powell. Ms. Gamas, at 91 years old, has been participating in the Mid Carolina Senior Games for over ten years. This April, she was the oldest participant at the Fayetteville games, taking home gold in 4 of her 5 events. Mr. Powell, at 83, has also been a long-time participant in the Mid Carolina Senior Games and medaled in several events this year. Both will represent Sampson County at the NC Senior Games State Finals held in the Triangle area the week of September 17-23, participating in events such as basketball shooting, football and softball throw, shotput/discus and shuffleboard.

**RECOMMENDED ACTION OR MOTION:**

Introduce and congratulate the athletes



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (c)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Introduction of New Sampson Area Transportation Director

**DEPARTMENT:** Administration/Transportation

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** County Manager Ed Causey  
Rosemarie Oates, Sampson Area Transportation Director

**PURPOSE:** To introduce the new Sampson Area Transportation Director to the Board

**ATTACHMENTS:** None

**BACKGROUND:**

Ms. Rosemarie Oates has been selected as the Director of our Sampson Area Transportation services. As you will recall, SAT was a division of the Sampson County Department of Aging until July 1 of this year. Ms. Oates took the helm of the new stand-alone department on September 4, 2018.

**RECOMMENDED ACTION OR MOTION:**

Meet and welcome Ms. Oates

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    1 (d)

Meeting Date:    September 10, 2018     Information Only     Public Comment  
 Report/Presentation     Closed Session  
 Action Item     Planning/Zoning  
 Consent Agenda     Water District Issue

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SUBJECT:                      Recognition of Human Resources Director for Achieving Certification

DEPARTMENT:                Governing Body

PUBLIC HEARING:              No

CONTACT PERSON:            County Manager Ed Causey  
   Nancy Dillman, HR Director

PURPOSE:                      To recognize HR Director Nancy Dillman for achieving her IPMA-SCP  
   credentials

ATTACHMENTS:                None

BACKGROUND:                Human Resources Nancy Dillman has met the specific educational and work  
   experience criteria and demonstrated her skills and knowledge by passing the  
   arduous test required for credentialing as a Senior Certified Professional by the  
   International Public Management Association for Human Resources.

RECOMMENDED                Re-present certificate to Ms. Dillman  
ACTION OR MOTION:



# SENIOR CERTIFIED PROFESSIONAL

== IPMA-SCP ==

THIS CERTIFICATE IS PRESENTED TO

Nancy Dillman

for successfully demonstrating the senior-level knowledge  
and competencies required by the International Public  
Management Association for Human Resources  
(IPMA-HR)

8/23/2018

Issued

12/31/2021

Expires



*Neil E. Reichenberg*

Neil E. Reichenberg  
Executive Director

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: September 10, 2018	<input type="checkbox"/> Information Only	<input checked="" type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input checked="" type="checkbox"/> Action Item	<input checked="" type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

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**SUBJECT:** Planning Issues

**DEPARTMENT:** Clinton-Sampson Planning and Zoning

**PUBLIC HEARING:** No

**CONTACT PERSON:** Anita Lane, Senior Planner

**PURPOSE:** To consider actions on planning and zoning items as recommended by Planning Board

**ATTACHMENTS:** Planning Staff Memorandum; Maps

**BACKGROUND:**

Approval of Final Subdivision Plat – Mill Ridge Subdivision, Phase III (NOT A PUBLIC HEARING) The 13-lot final subdivision plat for Phase III of Mill Ridge Subdivision off Autry Mill Road has been found to have met all Sampson County Ordinance requirements for a final plat and is unanimously recommended for approval by the Planning Board.

**RECOMMENDED ACTION OR MOTION:**

Motion to approve the final subdivision plat for Mill Ridge Subdivision Phase III

***Sampson County Inspections & Planning Department***

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

(910) 592-0146 (T) (910) 596-0773 (F)



To: Ed Causey, County Manager  
From: Anita H. Lane, Senior Planner  
Subject: August 20, 2018 Sampson County Planning Board Meeting  
Sampson County Board of Commissioner Meeting September 10<sup>th</sup>, 2018- Agenda Items  
Date: August 21, 2018

The following request was addressed and unanimously recommended for approval by the Planning and Zoning Board at their August 20, 2018 meeting.

**Final Subdivision Plat**- A 13 lot final subdivision plat request by Tew Land Development for Phase III of Mill Ridge Subdivision off of Autry Mill Road was found to have met all Sampson County Subdivision Ordinance requirements for a final plat, and was unanimously recommended for approval by the Planning Board. (see attached preliminary plat, final plat, and minutes from the planning board meeting). The final mylar map with road names will be presented at the Board of Commissioners meeting for approval and signature of Chairman)

attachments

cc: Susan Holder, Assistant County Manager





## *Sampson Planning Department*

405 County Complex Rd. STE 110  
Clinton, North Carolina 28328  
(910) 592-0146 (T) (910) 596-0773 (F)

### Minutes of the Sampson County Planning and Zoning Board

<u>Meeting Date</u>	<u>Members Present</u>	<u>Members Absent</u>
August 20, 2018	Andrew Jackson Ann Naylor Clayton Hollingsworth Debra Bass Nancy Blackman Sherri Smith Steve Parker	

County Attorney Joel Starling, Senior Planner Anita Lane, and Planner Michelle Lance were also present.

Clayton Hollingsworth gave the invocation.

#### Minutes Approved

Upon a motion made by Andrew Jackson and seconded by Clayton Hollingsworth, the minutes of the July 30, 2018 meeting were approved as presented by the board. Ayes: 6 Nays: 0

#### New Business

Chair Ann Naylor posed the idea of altering the Sampson County Planning Board monthly meeting from 6:30 p.m. to 6:00 p.m. A motion was made by Sherri Smith to change the monthly meeting to 6:00 p.m. seconded by Clayton Hollingsworth. The motion carried. Ayes: 6 Nays: 0

#### Final Subdivision Plat

A thirteen-lot final subdivision plat requested by Tew Land Development for Phase III of Mill Ridge Subdivision, off of Autry Mill Road.

Senior Planner Anita Lane, presented the final plat and provided exhibits for board staff supporting her recommendation of approval for the subdivision. After discussion, a motion was made by Andrew Jackson to recommend the request for approval as presented, seconded by Sherri Smith and unanimously recommended for approval by the Board. Ayes: 6 Nays: 0

Member Nancy Blackman arrived after the vote.

There being no further business, the meeting was adjourned at 6:05 p.m.

\_\_\_\_\_  
Ann Naylor, Chairman

\_\_\_\_\_  
Anita Lane, Secretary

**DEED REFERENCE:**  
 Deed Book 1992, Page 649  
 Map Book 94, Page 30  
 ROAD MAINTENANCE AGREEMENT  
 Deed Book 1996, Page 796

**ENGINEERING BY:**  
 Frost Engineers, P.A.  
 1403 NC Hwy 50 South  
 Benson, NC 27504  
 Phone 919-894-7165

**CURRENT OWNER:**  
 TEW LAND DEVELOPMENT, LLC  
 P.O. Box 1308  
 Dunn, NC 28335  
 Phone 919-820-5372

**LNNA CARRY, TEW**  
 Deed Book 1882, Page 696  
 Map Book 85, Page 34

**CARLTON C. MARTIN**  
 Deed Book 1210, Page 581  
 Map Book 22, Page 37

**KANSAS CITY SAUSAGE COMPANY LLC**  
 Deed Book 1866, Page 558  
 Map Book 22, Page 37

**KANSAS CITY SAUSAGE COMPANY LLC**  
 Deed Book 1900, Page 606

**MARVIN F. TEW, JR.**  
 Deed Book 035  
 Deed Book 175

**MARVIN F. TEW, JR.**  
 Deed Book 035  
 Deed Book 175

**MARVIN F. TEW, JR.**  
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**MARVIN F. TEW, JR.**  
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 Deed Book 175

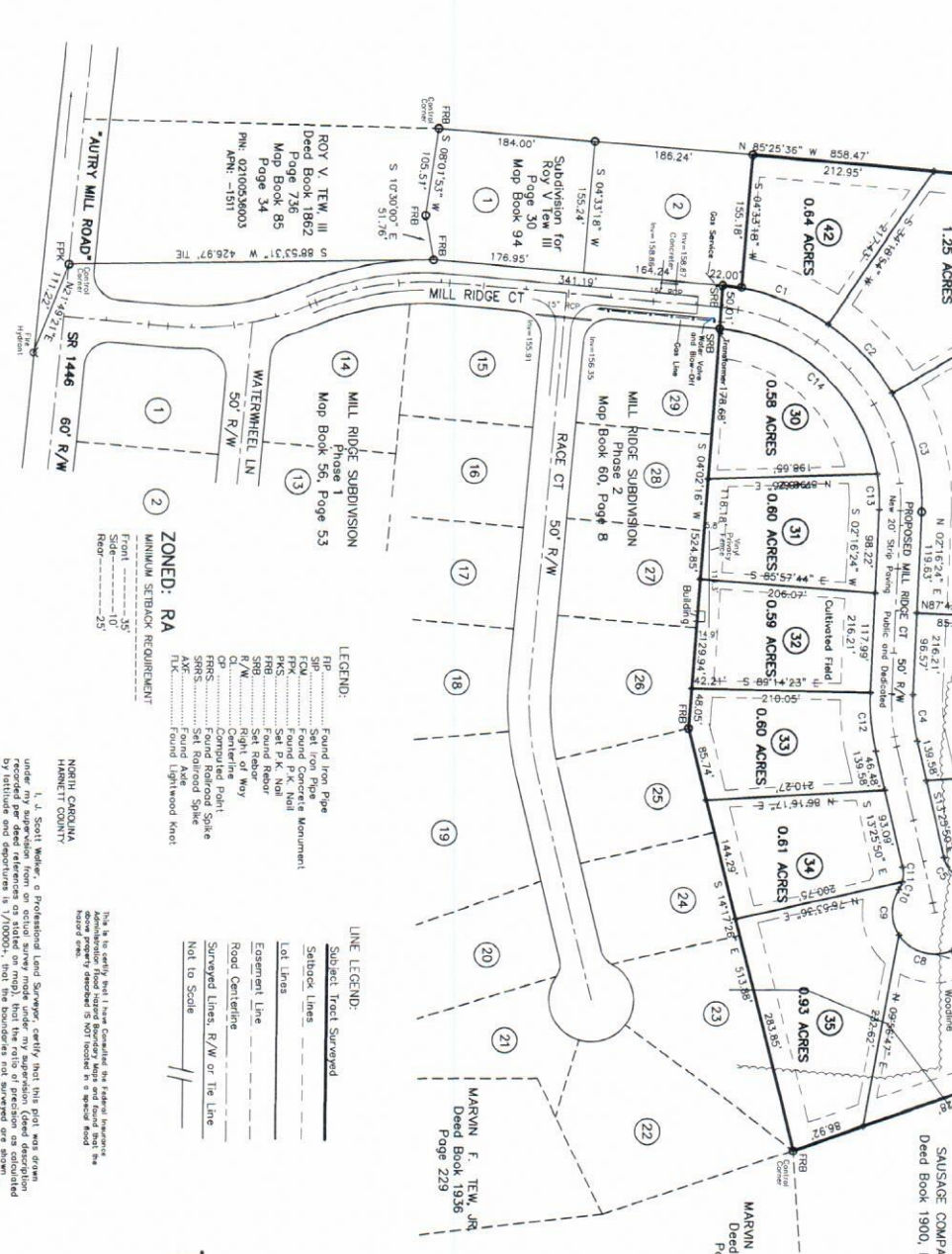
**MARVIN F. TEW, JR.**  
 Deed Book 035  
 Deed Book 175

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 Deed Book 175

**MARVIN F. TEW, JR.**  
 Deed Book 035  
 Deed Book 175



CURVE	ARC LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD LENGTH
C1	110.87	2525.00	2494.45	N 70° 55' 33" W	131.20
C2	147.08	2525.00	1357.48	N 41° 50' 00" W	145.00
C3	56.19	205.00	152.42	N 05° 34' 43" W	56.01
C4	37.79	50.00	43.75	N 86° 35' 52" W	37.80
C5	70.78	50.00	81.05	N 05° 00' 00" W	65.00
C6	40.76	50.00	41.05	N 73° 38' 26" E	40.76
C7	17.82	35.00	16.53	S 73° 38' 26" E	17.83
C8	49.20	2525.00	4842.43	S 03° 34' 43" E	49.20
C9	271.84	205.00	7558.97	S 47° 27' 19" E	252.50



**LEGEND:**  
 Found Iron Pipe  
 Found Concrete Monument  
 Found P.K. Nail  
 Found S&T Rebar  
 Found Right of Way  
 Found Center Point  
 Found Railroad Spike  
 Found A&E  
 Found Lighted Knot

**LINE LEGEND:**  
 Subsect. Tract Surveyed  
 Sublot Lines  
 Lot Lines  
 Easement Line  
 Road, Centerline  
 Surveyed Lines, R/W or Tie Line  
 Not to Scale

**ZONED: RA**  
 MINIMUM SETBACK REQUIREMENT  
 Front 35'  
 Side 10'  
 Rear 25'

**PRELIMINARY**

**MILL RIDGE SUBDIVISION**  
 PHASE 3

**TEW LAND DEVELOPMENT, LLC**  
 A North Carolina Limited Liability Company

**DISMAL TWP.,**  
**DRAWN BY: J. SCOTT WALKER**  
**SAMPSON CO.,**  
**N.C.**

**JANUARY 15, 2018**  
**GRAPHIC SCALE**

**REVISION: FEBRUARY 14, 2018**

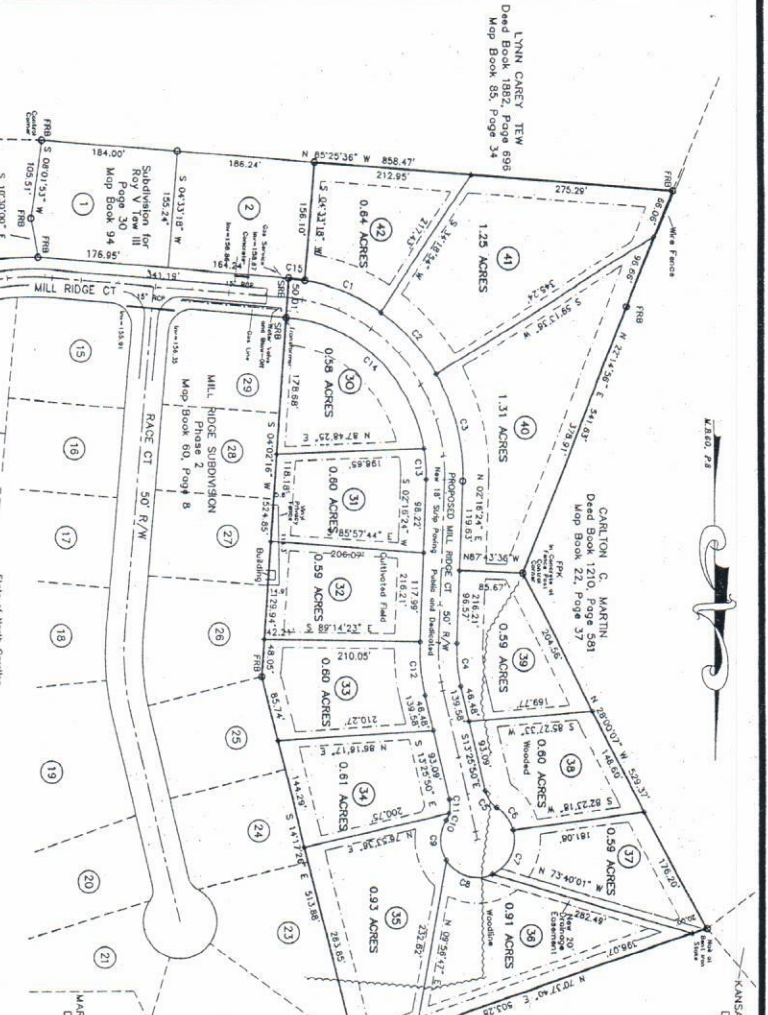
**APN: 1511-#014**

**1567A**



DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

CROSS-SECTION	NO. OF STRIPS	WIDTH OF STRIP	AREA OF STRIP	TOTAL AREA
C1	20	10.00	200.00	4000.00
C2	18	10.00	180.00	3240.00
C3	16	10.00	160.00	2560.00
C4	14	10.00	140.00	1960.00
C5	12	10.00	120.00	1440.00
C6	10	10.00	100.00	1000.00
C7	8	10.00	80.00	640.00
C8	6	10.00	60.00	360.00
C9	4	10.00	40.00	160.00
C10	2	10.00	20.00	40.00
C11	1	10.00	10.00	10.00
C12	1	10.00	10.00	10.00
C13	1	10.00	10.00	10.00
C14	1	10.00	10.00	10.00
C15	1	10.00	10.00	10.00



**STATE OF NORTH CAROLINA**  
County of Sampson

I, **ELEANOR N. BROGAWAN**, Register of Deeds, do hereby certify that the subdivision and plat hereon presented for registration and recorded in this office was in accordance with the provisions of Chapter 45A, Article 3 of the Constitution and the laws of this State.

Given under my hand and the seal of my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: *[Signature]*  
Assistant/Deputy Register of Deeds



THIS MAP/PLAT WAS PREPARED FOR REGISTRATION AND RECORDED IN THIS OFFICE BY: **APRIL L. WALKER**, Registered Professional Land Surveyor, License No. 28335, State of North Carolina.

THIS MAP/PLAT WAS PREPARED FOR REGISTRATION AND RECORDED IN THIS OFFICE BY: **APRIL L. WALKER**, Registered Professional Land Surveyor, License No. 28335, State of North Carolina.

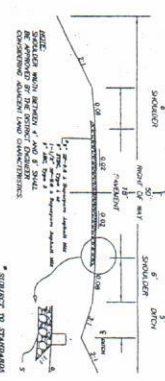
**FINAL PLAT FOR:**  
**MILL RIDGE SUBDIVISION**  
PHASE 3

PROPERTY OF:  
**TEW LAND DEVELOPMENT**  
A North Carolina Limited Liability Comp  
DISMAL TWP., SAMPSON CO., NC 28335

DRAWN BY: **J. SCOTT WALKER**  
255 Abbott Road, Coastal NC 27921

**JULY 26, 2018**  
GRAPHIC SCALE

1 inch = 100 ft.  
APN: 1511-7  
Sheet 1 of 2  
RFVSION- AUGUST 10 2018



**LEGEND:**

FP	Found
SUB	Subdivision
PL	Plat
FM	Found
FL	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found
FM	Found
FS	Found
FL	Found







1992  
0649

FILED  
SAMPSON COUNTY  
ELEANOR N. BRADSHAW  
REGISTER OF DEEDS

BK:01992 PG:0649

FILED Dec 19, 2017  
AT 10:42:30 am  
BOOK 01992  
START PAGE 0649  
END PAGE 0650  
INSTRUMENT # 06506

Sampson County 12-19-2017  
NORTH CAROLINA  
Excise Tax \$98.00

Prepared By and Mail To:  
P. Tilghman Pope, Esquire  
Pope Law Group, P.A.  
Post Office Box 928  
Dunn, North Carolina 28335

Revenue: \$98.00

Parcel No.: 02100532013

NORTH CAROLINA  
SAMPSON COUNTY

WARRANTY DEED

THIS DEED, made this 27<sup>th</sup> day of November, 2017, by and **OFFIE B. TEW, IV, single**, Post Office Box 387, Salcburg, North Carolina 28385, hereinafter referred to as Grantor, and **TEW LAND DEVELOPMENT, LLC**, a North Carolina Limited Liability Company, Post Office Box 1308, Dunn, North Carolina 28335, hereinafter referred to as Grantee;

WITNESSETH:

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

**Being Lot No. 3, consisting of 10.86 acres**, more or less, as shown on that map entitled, "*Survey for Roy V. Tew, III,*" dated May 31, 2016 by J. Scott Walker, Professional Land Surveyor, as recorded in **Map Book 94, Page 30**, Sampson County Registry. This property is part of that property described in Deeds recorded in **Book 1694, Page 560 and Book 1882, Page 692**, Sampson County Registry. See also Deed recorded in **Book 1962, Page 420**, Sampson County Registry.

CONVEYANCE OF THIS PROPERTY  
HAS BEEN DULY NOTED ON THE  
TAX RECORDS. *BEH*  
TAX ADMINISTRATOR

**THIS IS NOT THE PRIMARY RESIDENCE OF THE GRANTOR.**

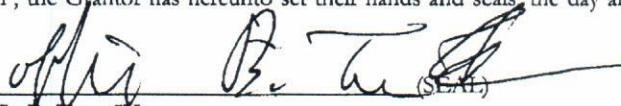
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. General utility easements for phone and power purposes and access easements.
2. Roadways, and rights-of-way of record and those visible by inspection of the premises.
3. Such facts as an environmental study on the subject property by an environmental engineer would reveal.
4. Such facts that would be revealed by a recent as-built survey on the subject tract by a registered land surveyor.

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

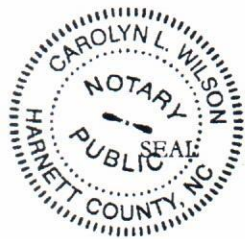
IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, the day and year first above written.

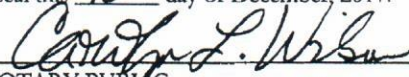
  
 \_\_\_\_\_  
 Offie B. Tew, IV

NORTH CAROLINA  
HARNETT COUNTY

I, Carolyn L. Wilson, a Notary Public, do hereby certify that **Offie B. Tew, IV** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 18<sup>th</sup> day of December, 2017.



  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 3-26-2022



1996  
0756

BK:01996 PG:0756

FILED  
SAMPSON COUNTY  
ELEANOR N. BRADSHAW  
REGISTER OF DEEDS

FILED Feb 15, 2018  
AT 10:11:30 am  
BOOK 01996  
START PAGE 0756  
END PAGE 0757  
INSTRUMENT # 00811

Prepared by and return to: Pope Law Group, P.A., 403 W. Broad St., Dunn, NC 28334

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

**STREET MAINTENANCE AGREEMENT**

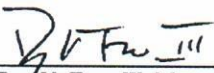
**THIS AGREEMENT**, made this 13<sup>th</sup> day of February, 2018, by and between **TEW LAND DEVELOPMENT, LLC and MILL RIDGE OWNERS ASSOCIATION, INC.**, Parties of the First Part (Declarants) and all owners and future owners of certain specific numbered lots in that certain subdivision known as **MILL RIDGE SUBDIVISION, PHASE 3**, Parties of the Second Part.

AND WHEREAS, **TEW LAND DEVELOPMENT, LLC** is the owner of certain property which is being developed and will be subdivided and designated as **MILL RIDGE SUBDIVISION, PHASE 3**;

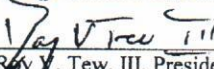
**TEW LAND DEVELOPMENT, LLC and MILL RIDGE OWNERS ASSOCIATION, INC.** agree to maintain the street known as Mill Ridge Court, Godwin, North Carolina until the Department of Transportation has taken over the maintenance of the street.

This 13<sup>th</sup> day of February, 2018.

**Tew Land Development, LLC**

By:  (SEAL)  
Roy V. Tew, III, Manager

**Mill Ridge Owners Association, Inc.**

By:  (SEAL)  
Roy V. Tew, III, President

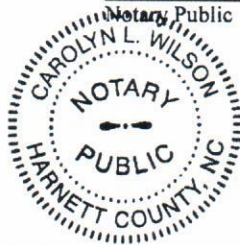
STATE OF NORTH CAROLINA  
COUNTY OF HARNETTS

I, CAROLYN L. WILSON, a Notary Public, in and for said County and State, do hereby certify that before me personally appeared Roy V. Tew, III, with whom I am personally acquainted, who being by me duly sworn, says that he is the Manager of Tew Land Development, LLC and that the said Manager subscribed his name to the foregoing instrument on behalf of said Limited Liability Company.

Witness my hand and notarial seal, this the 14<sup>th</sup> day of February, 2018.

*Carolyn L. Wilson*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3-26-2022



\*\*\*\*\*

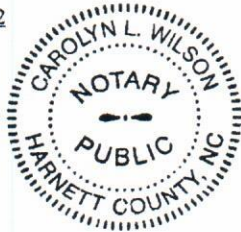
STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

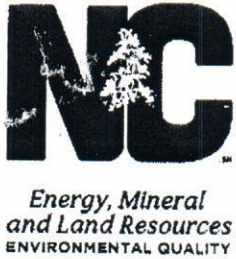
I, CAROLYN L. WILSON, a Notary Public, do hereby certify that Roy V. Tew, III personally appeared before me this day and acknowledged that he is President of Mill Ridge Owners Association, Inc., a North Carolina Corporation and that he as its President being authorized to do so executed the foregoing on behalf of the Corporation.

Witness my hand and notarial seal, this the 14<sup>th</sup> day of February, 2018.

*Carolyn L. Wilson*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3-26-2022





ROY COOPER  
*Governor*

MICHAEL S. REGAN  
*Secretary*

TOBY VINSON  
*interim  
Director*

January 24, 2018

**LETTER OF APPROVAL**

Tew Land Development, LLC  
Attn: Roy V. Tew, Managing Partner  
P.O. Box 1308  
Dunn, NC 28335

RE: Project Name: Mill Ridge Subdivision - Phase 3  
Acres Approved: 1.9  
Project ID: SAMPS-2018-004  
County: Sampson, City: Dismal, Address: Mill Ridge Ct. (SR 1680)  
River Basin: Cape Fear  
Stream Classification: Other  
Submitted By: Enoch Engineers, P.A.  
Date Received by LQS: December 28, 2017  
Plan Type: New

Dear Mr. Tew:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet



Letter of Approval  
Tew Land Development, LLC  
January 24, 2018  
Page 2 of 2

the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,



Jodi Pace, EI  
Regional Engineering Associate  
DEMLR

Enclosures: Certificate of Approval  
NPDES Permit

cc: Fleet Temple, Enoch Engineers, P.A. (electronic copy)  
Myron Cashwell, Building Inspector (electronic copy)  
DEMLR - Fayetteville Regional Office File



# Project Detail

08/13/2018

**Serial No:** 18-00184      **Received:** 3/1/2018      **Project Type:** DISTRIBUTION EXTENSION  
**Water System No.:** NC5082022      **County:** SAMPSON  
**Water System Name:** SAMPSON CO WTR DIST II - PLAINVIEW  
**Description:** MILL RIDGE - PHASE 3

## Contacts

**Applicant Name:** Lin Reynolds, Director      **Engineer Name:** Peter E. Norfleet Temple, P.E.  
**Reviewer Name:** Jarman, Andrew

## Events

<u>Event</u>	<u>Event Date</u>	<u>Comments</u>
final approval	08/13/2018	tlk
applicant's certification	08/13/2018	
engineer's certification	07/19/2018	eng cert 024441; need applicant certification
approval mailed	04/11/2018	tlk
authorization to construct mailed	04/11/2018	tlk
project approval	04/10/2018	Project Approval Letter
authorization to construct	04/10/2018	WSMP Number: 01-00655. (Approved under WSMP deemed complete serial number for the water system of which this water system used to be a part of. This was done in conjunction with the purchase water agreement. Water system notified that updated WSMP needed for future approvals.) -AMJ
response to comments received	04/10/2018	AMJ
comment letter	03/14/2018	Project Comment Letter





NORTH CAROLINA  
Environmental Quality

August 13, 2018

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

LINDA CULPEPPER  
Interim Director

SAMPSON COUNTY DEPARTMENT OF PUBLIC WORKS  
ATTN: LIN REYNOLDS, DIRECTOR  
827 SOUTHEAST BLVD.  
CLINTON, NC 28328

Re: **Final Approval**  
Final Approval Date: August 13, 2018  
MILL RIDGE - PHASE 3  
Serial No.: 18-00184  
Water System Name: SAMPSON CO WTR DIST II -  
PLAINVIEW  
Water System No.: NC5082022  
Sampson County

Dear Sir/Madam:

The Department received an Engineer's Certification statement and an Applicant's Certification concerning the above referenced project. The Engineer's Certification verifies that the construction of the referenced project has been completed in accordance with the engineering plans and specifications approved under Department Serial Number 18-00184. The Applicant's Certification verifies that an Operation and Maintenance Plan and Emergency Management Plan have been completed and are accessible to the operator at all times and available to the department upon request and that the system will have a certified operator as required by 15A NCAC 18C .1300.

The Department has determined that the requirements specified in 15A NCAC 18C .0303(a) and (c) have been met, and therefore, issues this **Final Approval** in accordance with Rule .0309(a).

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

Robert W. Midgette, P.E., Operations Branch Head  
Public Water Supply Section  
Division of Water Resources

cc: HEIDI COX, Regional Engineer  
Sampson County Health Department  
ENOCH ENGINEERS, P.A.





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

March 23, 2018

Division 3, District 2  
Duplin/Sampson County

Enoch Engineers  
Fleet Temple  
1403 NC 50 S.  
Benson, NC 27504

Dear Mr. Temple,

Subject: Encroachment agreement on SR 1680 in Sampson County, North Carolina.  
Reference: E032-082-18-1194

Description: Installation of new water main connection, new 4"x2" reducer and new PVC 2" water main.

Authorization is hereby granted for you to proceed with construction of the attached encroachment agreement. Please notify Don Frazier at 910-592-6174 prior to beginning work on NCDOT right of way.

Please note the attached Special Provisions and Standard Drawings which have been included as a part of this agreement.

Please refer to Encroachment Agreement E032-082-18-1194 in all future correspondence with this office concerning this project.

Sincerely,

DocuSigned by:

15F84A458ACC4A9

Keith Eason, PE – District 2 Engineer  
For Karen E. Collette, PE  
Division Engineer

Attachments

KEC/drf

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
CLINTON DISTRICT ENGINEER'S OFFICE  
220 NORTH BOULEVARD  
CLINTON, NC 28328

Telephone: (910) 592-6174  
Fax: (910) 592-8209  
Customer Service: 1-877-368-4968

Location:  
220 NORTH BOULEVARD  
CLINTON, NC 28328

Website: [www.ncdot.gov](http://www.ncdot.gov)



DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY  
ENCROACHMENT AGREEMENT ON  
PRIMARY AND SECONDARY SYSTEM

-AND-  
Tew Land Development, LLC

P.O. Box 1308, Dunn, NC 28335

Fleet Temple  
919-894-7765

-AND-  
Water & Sewer District II  
Sampson County Department of Public Works  
406 County Complex Rd.  
627 Southeast Blvd., Clinton, NC 28328

E032-082-18-1194

THIS AGREEMENT, made and entered into this the 23rd day of Mar., 20 18, by and between the Department of Transportation, party of the first part; and Tew Land Development, LLC

Public Works party of the second part; and Sampson County Department of Public Works party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 1680 (Mill Ridge Ct.), located On SR 1680 approximately 772' west of its Intersection with SR 1446 (Autry Mill Rd.)

with the construction and/or erection of: New water main connection, new 4"x2" reducer and new PVC 2" water main

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.



During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION  
 BY: Keith Eason, P.E. Keith Eason, P.E.-District Engineer  
 For Karen Collette, P.E. DIVISION ENGINEER

WITNESS:

PETER E. NORFLEET TEMPLE  
ENOCH ENGINEERS  
 1403 NC 505 BENSON, NC 27504

Tew Land Development, LLC  
 P.O. Box 1308  
 Dunn, NC 28335  
 Second Party

WITNESS:

Susan J. Holder  
Asst. County Clerk



Clinton, NC 28328  
 Third Party

**National Pollutant Discharge Elimination System (NPDES)**  
**Stormwater Permit Compliance Certification**

I, ROBERT E. NURFLEET TEMPLE, a duly authorized representative of TBW LAND DEVELOPMENT, LLC, an industrial/commercial/residential facility requesting attachment to a North Carolina Department of Transportation (NCDOT) highway drainage system at SF 1680 - MILL RIDGE PHASE 3 address, in SAMPSON County, do hereby certify the following:

**Check appropriate box and circle type of facility**

- The Industrial / Commercial / Residential facility does not require an NPDES stormwater permit.
  
- The Industrial / Commercial / Residential facility does require an NPDES stormwater permit. The permit has been obtained and a Stormwater Pollution Prevention Plan (SPPP) is in place. Appropriate structural stormwater best management practices (BMPs) are designed and will be in place as required by the North Carolina Department of Environment and Natural Resources (NCDENR) and/or the local governing agency. All structural stormwater BMPs are located outside of NCDOT right-of-way.

I understand if the NCDOT determines the facility is not in compliance with NPDES stormwater requirements, the Department will report the noncompliance to the NCDENR Division of Energy, Mineral and Land Resources. I also understand that falsification of this certification may result in penalty of law against the facility and me as prescribed in the North Carolina General Statutes.

Signature: 

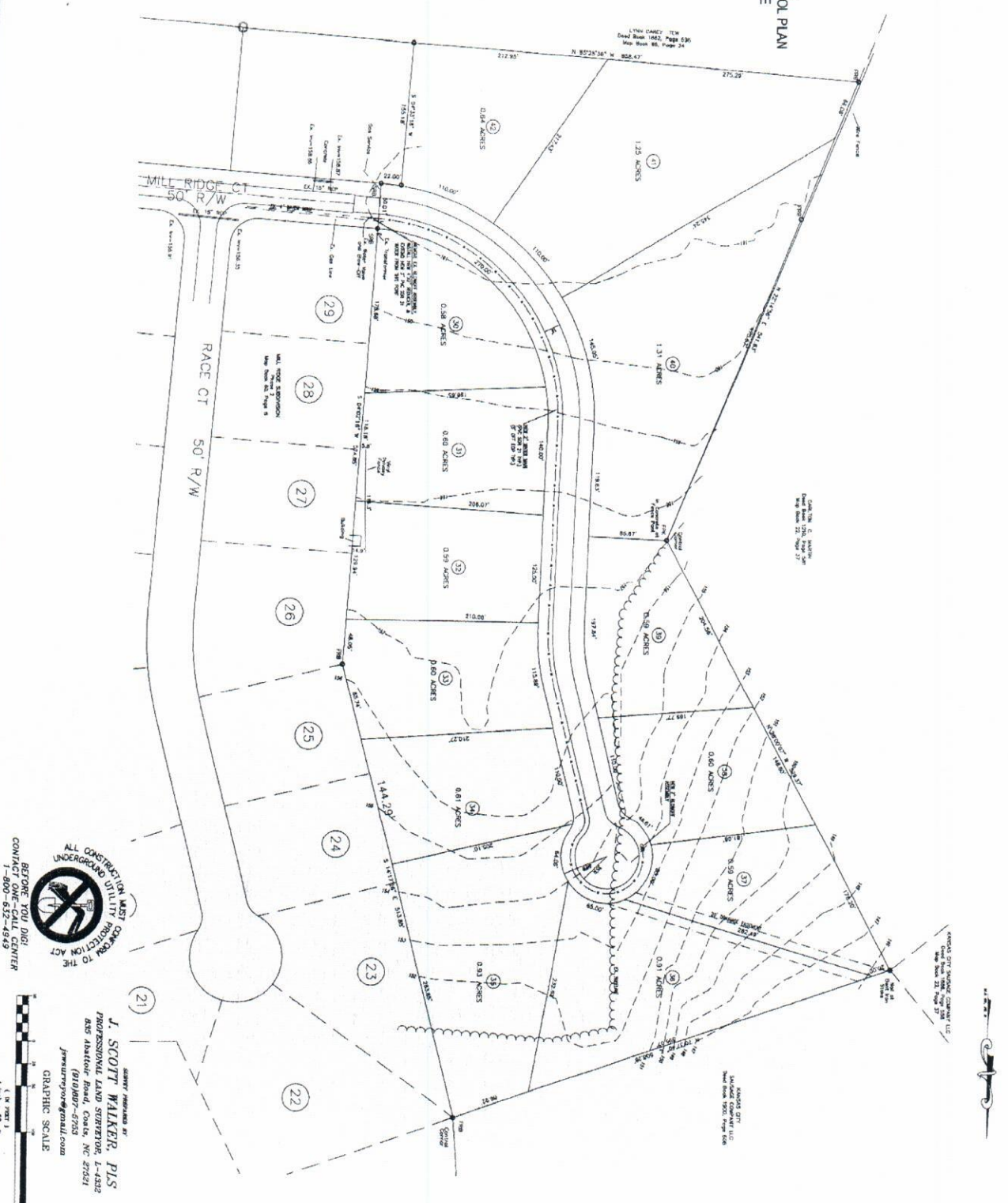
Date: 02.26.2018

Note: If the applicant has a question as to whether an NPDES stormwater permit is required, he or she may contact the NCDENR Division of Energy, Mineral and Land Resources in Raleigh at (919) 707-9200 (ask for Stormwater and General Permits Unit).





- SHEET INDEX**
- S-1 UTILITY PLAN
  - S-2 GRADING, DRAINAGE AND EROSION CONTROL PLAN
  - S-3 STREET PLAN/PROFILE
  - S-4 DETAILS
  - S-5 DETAILS



ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG! CONTACT ONE-CALL CENTER 1-800-632-4849

GRAPHIC SCALE  
1" = 50' (1" = 100')

**J. SCOTT WALKER, PLS**  
PROFESSIONAL LAND SURVEYOR, L-4552  
650 ASHLAKE DRIVE, COAS, NC 27927  
jswalkersurvey@gmail.com

EMMENT 4738  
S-1  
3 OF 3

**UTILITY PLAN FOR MILL RIDGE SUBDIVISION PHASE 3**

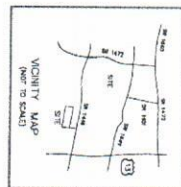
LOCATION: ALTRY MILL RD (FORMER TOWNSHIP) SIMPSON COUNTY, NC  
PROPERTY ORIGIN: PLY OF 100% IN P.O. BOX 1300 DUNN, NC 28330

Revision	DESCRIPTION

DESIGNED BY: EE, PA  
DRAWN BY: EE, PA  
CHECKED BY: JPT  
DATE CREATED: 12-12-2019  
SURVEY INFORMATION

**Enoch Engineers, P.A.**  
CONSULTING ENGINEERS & SURVEYORS  
1403 MC BRIDEWAY, 50 LEVEL, RENOVA, NC 27651  
Phone: (919) 854-7165 Fax: (919) 854-1490  
E-mail: enochsurveying@enocheng.com





**LEGEND**

CONSTRUCTION SCHEDULE

EXISTING GRADE

PROPOSED GRADE

PROPOSED EROSION CONTROL

PROPOSED DRAINAGE

PROPOSED ASPHALT DRIVE

PROPOSED CONCRETE DRIVE

PROPOSED DRIVE CURB

PROPOSED DRIVE GUTTER

PROPOSED DRIVE SIDEWALK

PROPOSED DRIVE STRIP

PROPOSED DRIVE TRAILER

PROPOSED DRIVE YARD

PROPOSED DRIVE ZONE

PROPOSED DRIVE ZONE STRIP

PROPOSED DRIVE ZONE TRAILER

PROPOSED DRIVE ZONE YARD

PROPOSED DRIVE ZONE ZONE

PROPOSED DRIVE ZONE ZONE STRIP

PROPOSED DRIVE ZONE ZONE TRAILER

PROPOSED DRIVE ZONE ZONE YARD

PROPOSED DRIVE ZONE ZONE ZONE

**PROPOSED DRIVE SCHEDULE**

NO.	DESCRIPTION	DATE
1	PROPOSED DRIVE SCHEDULE	12-12-2017

**SMALL CALCULATION TABLE**

NO.	DESCRIPTION	DATE
1	PROPOSED DRIVE SCHEDULE	12-12-2017



**J. SCOTT WALKER, PLS**  
 PROFESSIONAL LAND SURVEYOR, L-4532  
 830 ARLINGTON ROAD, COAS, NC 27921  
 jswalkers@ncsli.com  
 GRAPHIC SCALE

**S - 2**

**GRADING, DRAINAGE, AND EROSION CONTROL PLAN FOR MILL RIDGE SUBDIVISION PHASE 3**

LOCATION: AULTY MILL RD, DISTAL TOWNSHIP, SAMSON COUNTY, NC  
 PROPERTY OWNERS: RICK Y. TRIM, 81 MILL RIDGE CT, DUNN, NC 28335

**Revisions**

NO.	DESCRIPTION
1	PROPOSED DRIVE SCHEDULE

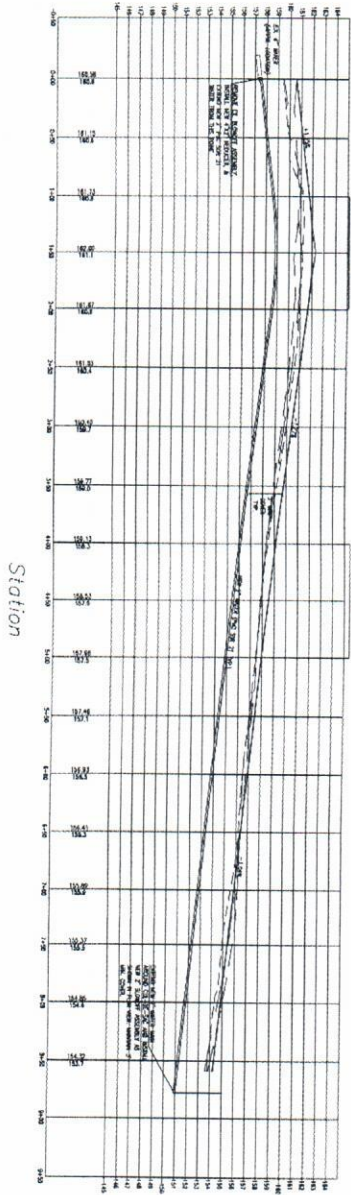
**PLAN INFORMATION**

DESIGNED BY: EE, PA	HORIZONTAL SCALE: 1"=50'
DRAWN BY: EE, PA	VERTICAL SCALE:
CHECKED BY: JT	DATE CREATED: 12-12-2017
SURVEY INFORMATION:	

**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1415 NC HIGHWAY 55 SOUTH, ROCKY MOUNT, NC 27864  
 PHONE: (919) 846-7657 FAX: (919) 855-8190  
 E-mail: enochengineers@comcast.net



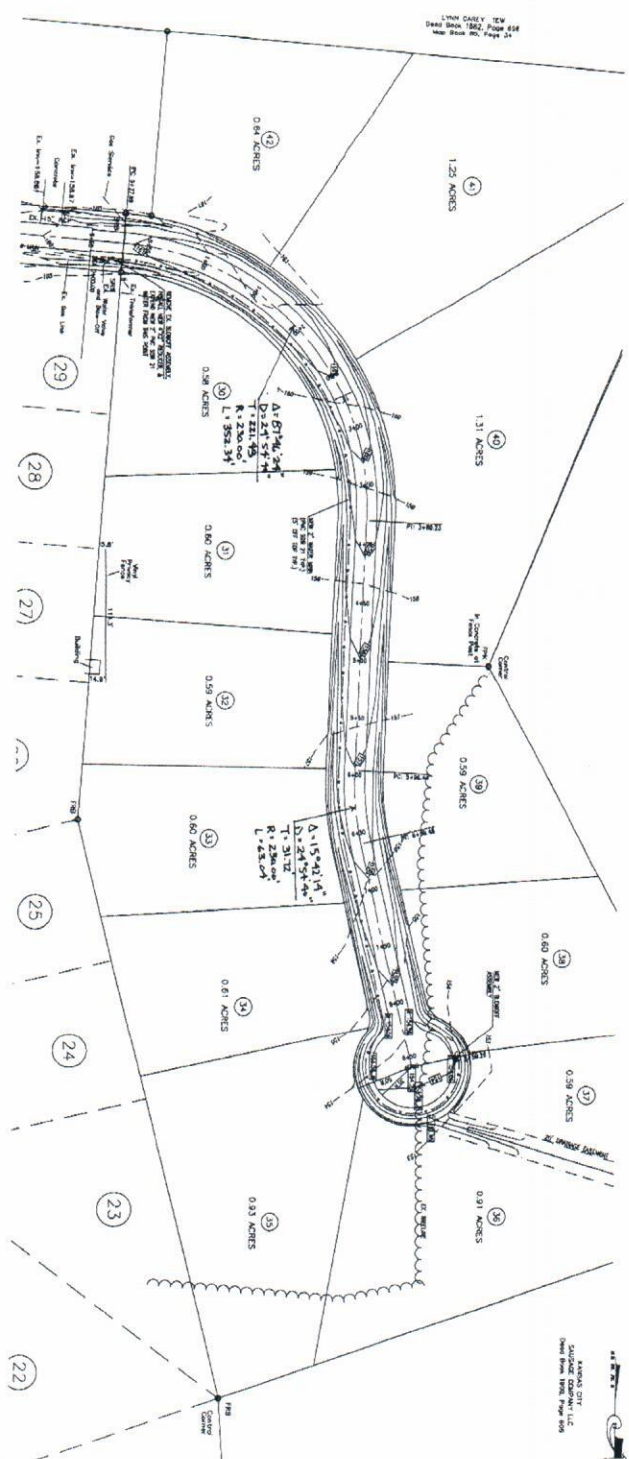




NO. 100-100-000  
 100' TO 100'  
 100' TO 100'  
 100' TO 100'

**MILL RIDGE COURT  
 18' PAVEMENT WIDTHS**

SCALE:  
 1" = 50' HOR.  
 1" = 5' VER.



AMUND 2017  
 LAMAR COMPANY, LLC  
 1000 W. 10TH ST., SUITE 100  
 WILMINGTON, NC 28403

**S-3**  
 SHEET NO. 3 OF 5

**PLAN - PROFILE  
 FOR  
 MILL RIDGE SUBDIVISION  
 PHASE 3**

**LOCATION:**  
 ALTRY HILL RD  
 DISMAL TOWNSHIP  
 SAMPSON COUNTY, NC

**PROPERTY OWNERS:**  
 ROY V. TEW, III  
 P.O. BOX 1308  
 DUNN, NC 28335

Revisions	PLAN INFORMATION
	DESIGNED BY: EE, PA
	DRAWN BY: ES, PA
	CHECKED BY: FT
	DATE CREATED: 12-12-2018
	SURVEY INFORMATION:

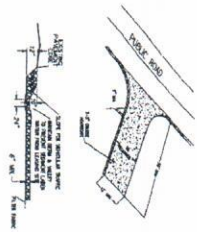
HORIZONTAL SCALE	VERTICAL SCALE
1"=50'	1"=5'

**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1403 NC Highway 783 South - Statesville, NC 27584  
 Phone: (719) 894-7755 Fax: (719) 894-8100  
 E-mail: enochengr@aol.com@earthlink.net



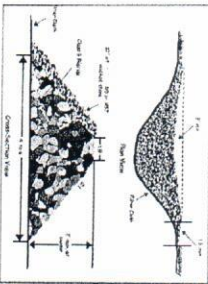
NOTE: The Contractor, if physical or electronic form, encloses without water considered conformable to ENOCH ENGINEERS, P.A., and as which ENOCH ENGINEERS, P.A. has suitable property rights. Neither should we possess any other rights in this document or any part thereof, or to disclose any information contained herein to others, or to use it for any purpose without the written permission of ENOCH ENGINEERS, P.A.





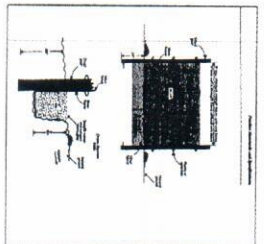
TEMPORARY CONSTRUCTION ENTRANCE

**CONSTRUCTION ENTRANCE**  
 CONSTRUCTION ENTRANCE SHALL BE 18" WIDE AND 12" DEEP. THE ENTRANCE SHALL BE CONCRETE ON ONE SIDE AND GRAVEL ON THE OTHER. THE ENTRANCE SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE ENTRANCE SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.



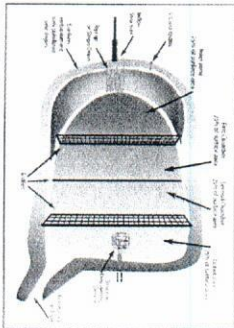
ROCK CHECK DAM

**ROCK CHECK DAM**  
 ROCK CHECK DAM SHALL BE 18" WIDE AND 12" DEEP. THE DAM SHALL BE CONCRETE ON ONE SIDE AND ROCK FILL ON THE OTHER. THE DAM SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE DAM SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.



TEMPORARY DIVERSION DITCH

**TEMPORARY DIVERSION DITCH**  
 TEMPORARY DIVERSION DITCH SHALL BE 18" WIDE AND 12" DEEP. THE DITCH SHALL BE CONCRETE ON ONE SIDE AND GRAVEL ON THE OTHER. THE DITCH SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE DITCH SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.

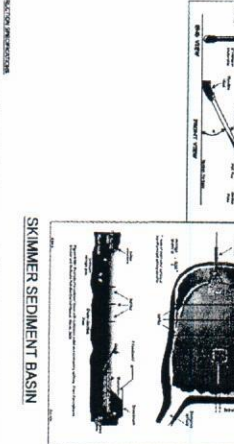


POROUS BARRIER DETAIL

**POROUS BARRIER DETAIL**  
 POROUS BARRIER SHALL BE 18" WIDE AND 12" DEEP. THE BARRIER SHALL BE CONCRETE ON ONE SIDE AND POROUS MATERIAL ON THE OTHER. THE BARRIER SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE BARRIER SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.

**CONSTRUCTION ENTRANCE**  
 CONSTRUCTION ENTRANCE SHALL BE 18" WIDE AND 12" DEEP. THE ENTRANCE SHALL BE CONCRETE ON ONE SIDE AND GRAVEL ON THE OTHER. THE ENTRANCE SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE ENTRANCE SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.

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SKIMMER SEDIMENT BASIN

**SKIMMER SEDIMENT BASIN**  
 SKIMMER SEDIMENT BASIN SHALL BE 18" WIDE AND 12" DEEP. THE BASIN SHALL BE CONCRETE ON ONE SIDE AND GRAVEL ON THE OTHER. THE BASIN SHALL BE INSTALLED AT THE POINT OF ENTRY TO THE CONSTRUCTION SITE AND SHALL BE MAINTAINED AT ALL TIMES. THE BASIN SHALL BE REMOVED AT THE END OF THE CONSTRUCTION PERIOD.

S-4

DETAILS FOR MILL RIDGE SUBDIVISION PHASE 3

LOCATION:  
 ALTYR MILL RD.  
 DIMASAL TOWNSHIP  
 SAMPSON COUNTY, NC

PROPERTY OWNER(S):  
 ROY V. TEV, II  
 P.O. BOX 1208  
 DUNN, NC 28325

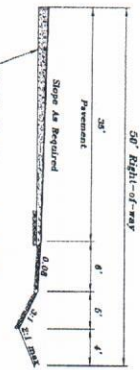
Revisions

PLAN INFORMATION:  
 DESIGNED BY: EE, PA  
 DRAWN BY: EE, PA  
 CHECKED BY: PT  
 DATE CREATED: 12-12-2017  
 SURVEY INFORMATION:

HORIZONTAL SCALE:  
 VERTICAL SCALE:  
 DATE CREATED: 12-12-2017

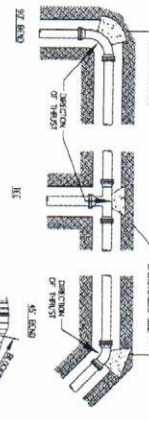
**Enoch Engineers, P.A.**  
 CONSULTING ENGINEERS & SURVEYORS  
 1403 NC Highway 50 South - Raleigh, NC 27608  
 Phone: 919.876.7763 Fax: 919.876.8446  
 E-mail: enocheng@earthlink.net





**TYPICAL CURB-DE-SAC**  
SECTION AA  
NO CURB & GUTTER  
NOT TO SCALE

\* SUBJECT TO STAIRWAYS OBTAINED OR  
APPROVED BY THE NC SUBDIVISION BOARD  
AND ENGINEERED FIELD SOILS TESTS.

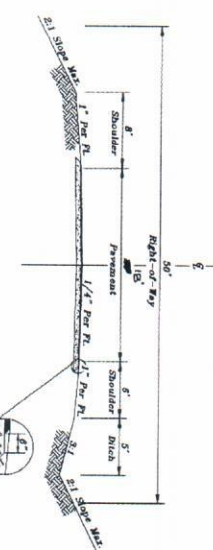


**PIPE BLOCKING DETAIL**  
NTS



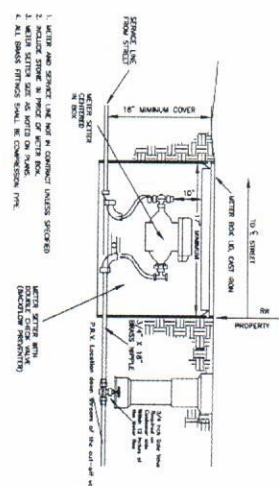
**TYPICAL PIPE LAYING CONDITIONS DETAIL**  
NTS

\* SUBJECT TO STAIRWAYS OBTAINED OR  
APPROVED BY THE NC SUBDIVISION BOARD  
AND ENGINEERED FIELD SOILS TESTS.



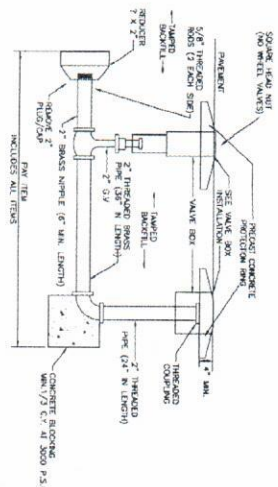
**RESIDENTIAL LOCAL ROAD**  
NOT TO SCALE

\* SUBJECT TO STAIRWAYS OBTAINED OR  
APPROVED BY THE NC SUBDIVISION BOARD  
AND ENGINEERED FIELD SOILS TESTS.

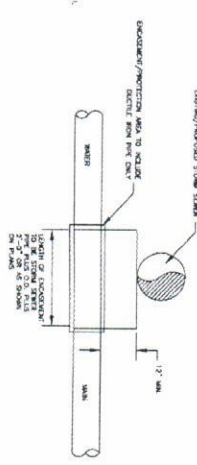


**TYPICAL METER BOX INSTALLATION DETAIL**  
NTS

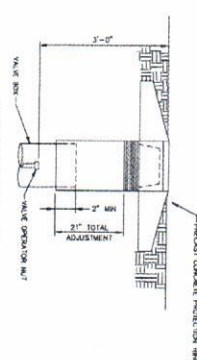
1. WATER AND GAS PIPES AND ALL OTHER UTILITIES PROTECTED  
2. METER SETTING IN FRONT OF METER BOX  
3. ALL OTHER UTILITIES SHALL BE COMPRESSION TYPE



**PERMANENT BLOW-OFF ASSEMBLY DETAIL**  
NTS



**TYPICAL STORM SEWER CROSSING DETAIL**  
NTS



**TYPICAL VALVE BOX DETAIL**  
NTS

DATE PLOTTED: 7/28/12  
**S-5**

DETAILS FOR  
MILL RIDGE SUBDIVISION  
PHASE 3

LOCATION:  
ALTRY MILL RD.  
DIXMALL TOWNSHIP  
SAMPSON COUNTY, NC

PROPERTY OWNER:  
ROY V. TEW, II  
P.O. BOX 136  
DUNN, NC 28345

Revisions	PLAN INFORMATION:
	DESIGNED BY: EE, P.A.
	DRAWN BY: ESI, P.A.
	CHECKED BY: FT
	DATE CREATED: 12-12-2017
	SURVEY INFORMATION:

HORIZONTAL SCALE:  
VERTICAL SCALE:  
DATE CREATED: 12-12-2017

**Enoch**  
Engineers, P.A.  
CONSULTING ENGINEERS & SURVEYORS  
1403 NC Highway 268 South - Surveys, NC 27904  
Phone: (919) 884-7363 Fax: (919) 884-8390  
E-mail: enochengineers@earthlink.net





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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue
	<input type="checkbox"/>			

---

**SUBJECT:** Public Works - Request to Install Water Lines on Portion of McKenzie Road in Water District II

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Lin Reynolds, Public Works Director

**PURPOSE:** To consider a request to install water lines on a portion of McKenzie Road

**ATTACHMENTS:** Memo

**BACKGROUND:**

Public Works Director Lin Reynold will present a request to install water lines on a portion of McKenzie Road in Water District II. The benefit/cost ratio used was a minimum of 10 customers per mile, and the petitioner has purchased three taps on a length of .3 mile. All work completed for these installations will be performed by Sampson County Public Works except the engineering, boring and seeding/mulching.


**RECOMMENDED ACTION OR MOTION:**

Consider approval of water line installation

# COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS  
827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328  
(910) 592-0188 • Fax No. (910) 592-7242

L.E. Reynolds, P.E.  
Public Works Director

**TO:** SAMPSON COUNTY BOARD OF COMMISSIONERS  
SAMPSON COUNTY WATER BOARD  
**FROM:** L. E. REYNOLDS, P.E., DIRECTOR   
**SUBJECT:** WATERLINE RECRUITMENT REQUEST  
**DATE:** 8/23/2018

---

The Sampson County Public Works Department requests that the Sampson Water Board approve installing a new water line in the county on McKenzie Road for a length of 1500 feet.

The target benefit/cost ratio used was 10 customers minimum per mile which equates to a numerical requirement of 10 or above. McKenzie Road has a new petition filed and has been reviewed by the Public Works Director and Water Superintendent for feasibility.

The target is to have this road in service by the end of April 2019.

**McKenzie Road** was considered in this proposal due to the large number of potential customers (13) along with being a short installation that can be installed by our department.

**Marion Amos** was considered in this proposal due to the customer having two existing customers on the 0.4 mile section and two new customers. Only new customers were used to compute the Benefit/Cost.

All work performed by these installations will be performed by the Public Works Department with the exception of engineering, boring and seeding/mulching.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Customers</u>	<u>Length</u>	<u>B/C</u>	<u>Cost</u>	<u>Comments</u>
McKenzie Rd	Bonnetsville	DE	3	0.3	10	15K	Recommended
Marion Amos	Existing	DE	2*	0.4	5	20 K	No due to B/C

Please consider approving the McKenzie Road addition (1500 Ft) for new installation. The petitioner has already purchased three taps after the petition was submitted and plans to run long service lines to provide water to the lots on the plat.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

---

**SUBJECT:** Sampson County Schools - Request for Funding for Start-Up Costs for School Resource Officer (SRO) Grant Project

**DEPARTMENT:** Sampson County Schools

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Dr. Eric Bracy, Superintendent

**PURPOSE:** To consider allocation of funding for start-up costs for hiring three additional School Resource Officers

**ATTACHMENTS:** Memo

**BACKGROUND:**

Sampson County Schools has received and matched \$100,000 in grant funding to hire three additional school resources officers to be placed at the middle school level (for a system total of seven SROs). The school system is requesting County funding in the amount of \$187,615 to assist with the startup costs for the positions, per the attached budget.

**RECOMMENDED ACTION OR MOTION:**

Consider request for funding

**Sampson County  
Board of Education**  
Tim Register, Board Chair  
Kim Schmidlin, Vice Chair  
Robert Burley  
Tracy Dunn  
Sonya Powell  
Pat Usher  
Daryll Warren



437 Rowan Rd., Suite 13  
Clinton, North Carolina, 28328  
Telephone: 910-592-1401  
Fax: 910-590-2445  
www.sampson.k12.nc.us  
Dr. Eric C. Bracy  
Superintendent

August 30, 2018

Sampson County Board of Commissioners  
406 County Complex Road  
Clinton, NC 28328

Dear Sampson County Board of Commissioners,

As you are well aware, school safety has been a topic of concern on the minds of citizens across our nation in light of mass shootings in recent years. Sampson County Schools has joined other districts in implementing staff training, improving lockdown procedures, restricting access to facilities, and installing cameras. One area that we fall behind our neighboring districts is in the amount of School Resource Officers in our schools.

Sampson County Schools has the highest number of unprotected schools in our region.

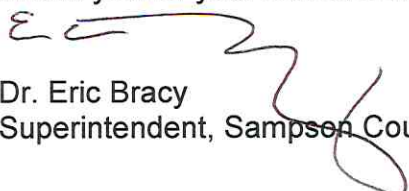
In light of this deficiency, Sampson County Schools, along with many other districts around the state, applied for a new grant from the state of North Carolina to assist in the hiring of additional School Resource Officers. In August, Sampson County Schools was awarded \$100,000 from this grant to be paired with \$50,000 of matching funds from the school system to cover the salaries of three additional School Resource Officers. These three additional positions will be placed at the middle school level and give us a total of seven School Resource Officers.

We have budgeted the funds to cover the \$50,000 grant match but we need assistance with the start-up costs of adding three positions. These costs are detailed in the attached pages and are estimated to be \$187,615 this year. This amount will be substantially lower in subsequent years as vehicles and equipment will already be purchased and will not need replacement for many years to come.

It should also be noted that the School Resource Officers will only be needed 180 days a year. The School Resource Officers will spend the remainder of the year under the direction of the Sherriff and serving the citizens of Sampson County.

We believe that this grant is an excellent opportunity to help protect our students and improve the safety of all citizens of Sampson County for minimal cost. We respectfully request that the Board of Commissioners allocate the start-up funds needed to implement this grant.

Thank you for your consideration.

  
Dr. Eric Bracy  
Superintendent, Sampson County Schools

**SAMPSON COUNTY SCHOOLS  
SRO START UP NEED**

<b>Category</b>	<b>Per SRO Cost</b>	<b>Quantity</b>	<b>Total Cost</b>
Salary	57,997.63	3	173,993
Uniform Cost	5,157.54	3	15,473
Vehicle Equipment	18,555.05	3	55,665
Vehicle	22,828.00	3	68,484
Gas, Oil, Tires	8,000.00	3	24,000
<b>Total Cost</b>			<b>337,615</b>

**Grant Funds      (100,000)**

**Matching Funds      (50,000)**

**Remaining Start Up Need    \$ 187,615**

The Sherrifs department would gain 3 SRO's to assist county needs when school is not in session

Ongoing costs after start up will be much lower.

## 2018 Deputy Startup Expenses

### Salary and Benefits

Category	Master Deputy II
Deputy II	\$ 37,224.00
FICA (6.2%)	\$ 2,307.89
Medicare (1.45%)	\$ 539.75
Retirement (7.41%)	\$ 2,758.30
401K (5%)	\$ 1,861.20
Insurance	\$11,220.00
Dental Insurance	\$345.84
Workers Comp	\$1,665.66
Professional Liability	\$75.00
<b>Total Salary and Benefits</b>	<b>\$ 57,997.63</b>

Data provided by the  
Sheriff's Office

### Vehicle Equipment

Category	Cost
Laptop Computer	\$ 1,400.00
Computer Mount	\$ 200.00
Docking Station	\$ 182.10
Computer Charger	\$ 114.50
Cell Phone	\$ 510.00
Light Bar	\$ 1,100.00
800 mhz Mobile Radio	\$ 3,000.00
800 mhz WT	\$ 2,500.00
WT Charger	\$ 50.00
Vehicle Emergency Equipment	\$ 5,386.00
Digital Camera	\$ 175.00
PBT	\$ 800.00
Stop Sticks	\$ 450.00
Fire Extinguisher	\$ 40.00
Fingerprint Kit	\$ 65.00
Shotgun	\$ 337.05
Rifle	\$ 675.00
50 rounds 9mm ammo	\$ 32.00
10 rounds Shotgun ammo	\$ 21.00
100 rounds 223 rifle ammo	\$ 18.00
Radar Unit	\$ 1,500.00
<b>Total Vehicle Equipment</b>	<b>\$ 18,555.65</b>



<b>Uniforms</b>				
Ballistic Vest	\$	675.00	1	\$ 675.00
Sig Sauer P226 Duty Pistol	\$	680.00	1	\$ 680.00
Taser	\$	1,100.00	1	\$ 1,100.00
Taser Cartridge	\$	32.50	2	\$ 65.00
Handcuffs	\$	26.00	1	\$ 26.00
Leg Shackles	\$	57.00	1	\$ 57.00
Waste Chain	\$	26.00	1	\$ 26.00
Campaign Hat	\$	77.00	1	\$ 77.00
OC Spray	\$	22.00	1	\$ 22.00
Hat Cord with Acorn	\$	7.50	1	\$ 7.50
Hat Rain Cover	\$	6.00	1	\$ 6.00
Hat Strap (1 Pc Black Clarino)	\$	9.00	1	\$ 9.00
Campaign Hat Press (Albourn)	\$	13.00	1	\$ 13.00
Minni Collar Stars	\$	5.95	1	\$ 5.95
Name Plate	\$	12.95	1	\$ 12.95
Serving Since	\$	12.95	1	\$ 12.95
Whistle Chain Epaulette	\$	4.00	1	\$ 4.00
Whistle	\$	2.95	1	\$ 2.95
Tie Tac	\$	4.95	1	\$ 4.95
Tie	\$	5.00	1	\$ 5.00
Gun Holster	\$	155.00	1	\$ 155.00
Mace Holder	\$	28.95	1	\$ 28.95
Blackhawk Taser Holster X26	\$	59.99	1	\$ 59.99
Double Mag/Cuff Combo	\$	65.00	1	\$ 65.00
Glove Pouch	\$	17.95	1	\$ 17.95
ASP Holder	\$	49.00	1	\$ 49.00
ASP	\$	93.00	1	\$ 93.00
Belt Buckle	\$	5.00	1	\$ 5.00
Duty Belt	\$	52.00	1	\$ 52.00
Winter Coat	\$	99.00	1	\$ 99.00
Rain Coat/Reversible Jacket	\$	148.00	1	\$ 148.00
Reflective Blauer Traffic Vest	\$	51.00	1	\$ 51.00
Dress Pants	\$	68.00	4	\$ 272.00
Dress Shirt S/S	\$	59.60	4	\$ 238.40
Dress Shirt L/S	\$	66.60	4	\$ 266.40
Dress Shoes	\$	120.00	4	\$ 480.00
Badge (shirt,hat,coat)	\$	78.00	3	\$ 234.00
Shirt Patch (per sleeve)	\$	1.70	18	\$ 30.60
<b>Total Uniform and Equipment</b>				<b>\$ 5,157.54</b>

**Uniform, Equipment and Vehicle Cost**

<b>Category</b>	
Salary	\$ 57,997.63

Uniform Cost	\$	5,157.54
Vehicle Equipment	\$	18,555.05
Vehicle	\$	22,828.00
Gas, Oil, Tires	\$	8,000.00
<b>Overall Total Cost</b>	<b>\$</b>	<b>112,538.22</b>

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Public Hearing – Consideration of Performance Based Incentives for Economic Development Project, Rheinfeldens Americas, LLC

**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** John Swope, Economic Developer  
Joel Starling, County Attorney

**PURPOSE:** To receive public comment regarding intent of the County to enter into an agreement to provide performance-based incentives for an economic development project

**ATTACHMENTS:** Resolution Approving Agreement with Rheinfeldens Americas, LLC  
Draft Incentive Agreement

**BACKGROUND:**

The County has duly advertised a public hearing for the purpose of receiving public comment with regard to the County’s intention to enter into an incentive agreement with Rheinfeldens Americas, LLC. Any appropriations and expenditures would be made pursuant to such written agreement. Under the agreement, the County would provide performance-based business incentive payments to the company over a 5-year period in the amount of \$101,393. The company would commit to make certain capital investments in the County. The potential public benefits anticipated to be derived from this agreement include a taxable investment of \$8,000,000, and tax revenues of \$334,950 over a 5-year period. The company proposes to invest in new manufacturing equipment for the manufacture of aluminum slugs at their existing manufacturing site at 520 Railroad Street in Clinton. Mr. Swope and Mr. Starling will review information pertinent to the proposed project and incentive agreement.

**RECOMMENDED ACTION OR MOTION:**

Consider adoption of enclosed resolution approving incentives agreement

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

**RHEINFELDEN AMERICAS, LLC  
SEPTEMBER 10, 2018 PUBLIC HEARING**

**INFORMATION PACKAGE**

**CONTENTS**

- **SAMPSON COUNTY INCENTIVE POLICY**  
Provides a review of county's incentives policy.
- **PLANT LOCATION EXHIBITS**  
Indicates location of plant.
- **PUBLIC HEARING NOTICE**  
Newspaper affidavit documenting county's public hearing advertisement was placed by required date.
- **COMPANY COMMITMENT LETTER**  
Indicates company's proposed plans and commitments.
- **PROJECT SUMMARY**  
Reviews economic need of project.
- **INCENTIVE PROPOSAL OVERVIEW**  
Company's commitments in proposed project and request for county, city and state financial assistance.
- **DRAFT: INCENTIVE AGREEMENT**  
Draft incentive agreement for consideration of approval for proposed project.
- **DRAFT: RESOLUTION APPROVING AGREEMENT**  
Draft resolution for consideration of approval for providing incentives for proposed project.





*Perfectly Positioned.*

## **INVESTMENT INCENTIVE POLICY**

Sampson County has adopted an Economic Development Investment Incentive Policy (EDIIP) that makes available to qualifying companies on a case-by-case basis financial support on a performance based policy.

**Sampson County's EDIIP provides assistance to both new and expanding industry.**

Companies meeting the qualifications may receive a financial grant measured against the investment return to the County and/or generated from a new investment in building and/or equipment. The County Board of Commissioners will consider each project on a case-by-case basis with grants typically running from three to five years. The project must meet certain threshold requirements. No guarantee of grants may be given until the review process is completed. Meeting these requirements does not automatically qualify a company for a grant.

## **MINIMUM PROJECT QUALIFICATIONS**

### **Sampson County**

#### **Minimum Investment**

- |                     |              |
|---------------------|--------------|
| • Existing Facility | \$ 1,000,000 |
| • New Facility      | \$ 2,000,000 |

#### **Minimum New Jobs Created**

(Created over a 3 year period.)

- |                     |    |
|---------------------|----|
| • Existing Facility | 15 |
| • New Facility      | 25 |

#### **Wage Test**

- **Sampson County**.....A competitive improvement at or above the average manufacturing wage in the County.

# **SAMPSON COUNTY INVESTMENT INCENTIVE POLICY**

## **QUALIFYING TYPES OF OPERATIONS**

The project must involve a facility to be used for:

- manufacturing,
- customer service center,
- data processing center,
- distribution,
- corporate or divisional headquarters,
- value added agriculture processing, or
- research/development.

## **HOW GRANTS MAY BE UTILIZED**

Grants may be applied for:

- site acquisition,
- site preparation,
- internal site infrastructure,
- other improvements at the site,
- job training cost not otherwise reimbursed by grants from the community college system,
- tax credits pursuant to the state statute, or
- other purposes which leave value in the community as determined by the County Board of Commissioners or Clinton City Council on a project-by-project basis.

## **GRANT BACK INCENTIVES APPLICATION / APPROVAL PROCESS**

Requesting Sampson County's performance based Grant Back Incentives is done through a Public Hearing process required by North Carolina General Statute 158-7(d), therefore requiring a public notice, hearing and vote in each incentive request. Below is brief summary of this process.

- Prospective company discusses project plans and specifications with Economic Development Commission (EDC) staff and County Manager in confidence.
- EDC staff and County Manager discuss proposed project and incentives with Sampson County Board of Commissioners in closed session.
- Board of Commissioners set date/time for Public Hearing.
- A legal advertisement is placed in local newspaper announcing this set Public Hearing as well as the proposed project parameters and details on the incentive package to be recommended. Legal ad requires a day placement prior to Public Hearing.
- Board of Commissioners consider recommended project and incentives package presented at Public Hearing.
- EDC staff assist company through all phases of this process.

**Initial contact for application of the Sampson County Investment Policy should be made with:**

### **SAMPSON COUNTY ECONOMIC DEVELOPMENT COMMISSION**

**John Swope, Executive Director**

Post Office Box 1061 / 406 County Complex Road - Suite 130  
Clinton, North Carolina 28329

Phone: 910.592.8921  
Fax: 910.596.0998

E-Mail: [jswope@sampsonedc.com](mailto:jswope@sampsonedc.com)  
Web Site: [www.sampsonedc.com](http://www.sampsonedc.com)

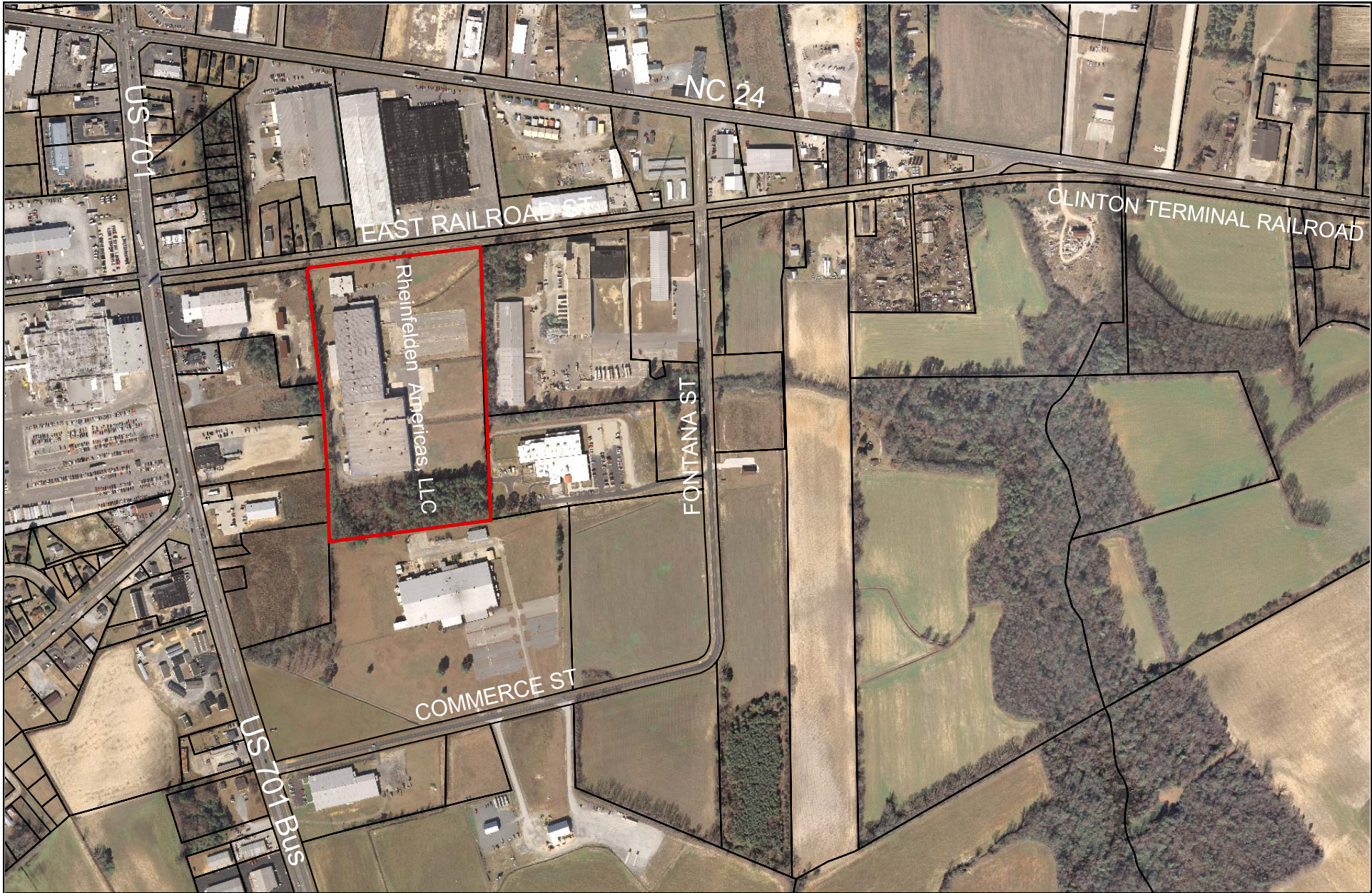
# RHEINFELDEN AMERICAS, LLC



## COUNTY LOCATION

406 County Complex Road, Suite 130 p (910) 592-8921  
PO Box 1061, Clinton, NC 28329 f (910) 596-0998  
jswope@sampsonedc.com  
[www.sampsonedc.com](http://www.sampsonedc.com)





Rheinfelden Americas, LLC

Scale : 1" = 600'

Vicinity Map

406 County Complex Road, Suite 130 p (910) 592-8921  
PO Box 1061, Clinton, NC 28329 f (910) 596-0998  
jswope@sampsonedc.com  
[www.sampsonedc.com](http://www.sampsonedc.com)





EAST RAILROAD ST

Rheinfelden Americas, LLC





**AFFIDAVIT OF PUBLICATION**  
**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

SHERRY MATTHEWS, PUBLISHER/EDITOR of the Sampson Independent, a newspaper published in Sampson County, N.C. being duly sworn, says that at the time the attached notice was published in the SAMPSON INDEPENDENT, said newspaper met all of the requirements and qualifications prescribed by North Carolina General Statute 1-597; that said newspaper had a general circulation to actual paid subscribers, and was admitted to the United States mail as second class matter in Sampson County, N.C.; and further, that the attached notice was published in the SAMPSON INDEPENDENT on August 25, 2018.

Sherry Matthews  
Publisher/Editor

Sworn to and subscribed before me this the 27th day of August, 2018.

Brenda McCuller  
NOTARY PUBLIC

My commission expires: June 20, 2020



**PUBLIC HEARING NOTICE- RHEINFELDEN AMERICAS, LLC**

The Board of Commissioners of Sampson County, North Carolina will hold a public hearing on Monday, September 10, 2018, at 6:00 p.m., or as soon as possible thereafter as the matter may be heard, in the Sampson County Auditorium, 435 Rowan Road, Clinton, North Carolina. The purpose of the public hearing is to receive public comment concerning proposed appropriations and expenditures for economic development activities. The proposed site for the economic development activities is the existing Rheinfelden Americas, LLC manufacturing facility located at 520 East Railroad Street in Clinton, North Carolina.

The appropriations and expenditures will be made pursuant to a written agreement. Under this agreement, the County will provide performance-based business incentive payments to RHEINFELDEN AMERICAS, LLC over a five-year period in the amount of \$101,393. The company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The potential public benefits anticipated to be derived from this agreement include:

- Taxable investment: \$8,000,000
- Estimated property tax revenues (years 1-10 in operation): \$334,950
- Direct company employment: None

RHEINFELDEN AMERICAS is considering investing in new manufacturing equipment for the manufacturer of aluminum slugs within their existing manufacturing plant. Additional information on the company and the project will be available at the time of the hearing, including a map identifying the proposed site(s). The terms of any agreement between the County and the company, however, will be subject to further completion and amendment based on comments received at the hearing and continued negotiations between the County and the company. The Board of Commissioners may take action concerning the proposed agreement and the related transactions immediately following the hearing.

Additional information on the subject of the hearing is available from Mr. John Swope, Executive Director, Sampson County Economic Development Commission (telephone 910/592-8921) during regular business hours. Persons wishing to make written comments concerning the subject of the public hearing should direct them to the Clerk to the Board of Commissioners, Sampson County, 406 County Complex Road, Clinton, North Carolina 28328, or by fax to 910/592-1945.



Rheinfelden Americas LLC  
520 East Railroad Street  
Clinton, NC 28328  
(O) 910.299.0911  
(F) 910.299.0910

August 28, 2018

Mr. John Swope  
Executive Director  
406 County Complex Road  
Suite 130  
Clinton, NC 28328

Re: Request for Incentive Package

Dear John,

I am writing this letter to request assistance from the Sampson Economic Development Commission to support our competitive strategy to become the premier supplier to the global aluminum packaging market. Our product, aluminum slugs, play a crucial role in the packaging industry providing an easier, faster, safer, efficient, and effective way of producing packaging containers for pressurized aerosol containers. Our products are eco-friendly and recyclable. However, there are significant competitive pressures on our industry from substitutions and the recent imposed tariffs driving increased cost. For all of these reasons, we recognize we must become a center of excellence in our industry if we are to survive and thrive as a company.

For us to achieve our medium-to-long term strategy, we must upgrade our equipment and utilize cutting-edge technology. In addition, we must invest heavily in our workforce to substantially improve their knowledge and skills. We are in the process of assessing our incumbent workforce knowledge and skill level and are working with local resource partners to implement a broad set of training programs, ranging from effective equipment operation, English as a Second Language, Lean Manufacturing Concepts, Root Cause Analysis, PLC & Instrumentation Maintenance as well as other softer, but equally important, skills such as Effective Communication, Problem Solving, and Effective Leadership.

We also need to invest over \$8 million of capital equipment over four years, starting in early 2019, to both increase our production capacity as well as provide us with the capability to significantly enhance our product specifications to meet ever-increasing requirements of our customers. No new jobs are being committed to by the company with this second GBI, those jobs committed to within the first GBI agreement will remain. This proposed new investment will strengthen the productive and quality capabilities of the jobs created within the first/existing GBI agreement. Certainly, the decision to make such a significant capital expansion in technology, and equipment, as well as the requisite investment in worker training requires consideration of multiple variables. One important factor is return-on-investment. Your assistance, including financial incentives, will be critical in our success. I will be presenting a strategic plan to our ownership in September of this year to hopefully convince them to continue their investment in Rheinfelden-America's Clinton, NC facility. I look forward to hearing from you about what assistance you can provide.

Sincerely

A handwritten signature in blue ink, appearing to read "Gari Gordon", is written over the word "Sincerely".

Gari Gordon  
General Manager



**August 15, 2018**

**To: Citizens of Sampson County**

**From: John D. Swope, Executive Director  
Sampson County Economic Development Commission**

**Subject: Summary outlining entering into a second incentive agreement with  
RHEINFELDEN AMERICAS, LLC  
by County of Sampson for the purposes of locating new investment within the Clinton facility.**

**INTRODUCTION**

Working together the Sampson County Board of Commissioners and Sampson County Economic Development Commission is positioned to secure the investment of production equipment into a Clinton located production plant. This aluminum slug/disc manufacturer is located at 520 East Railroad Street, Clinton, Sampson County, North Carolina. A map and aerial photo of this site is enclosed within this Information Package.

In addition to Sampson County, the Sampson County Economic Development Commission (EDC) has been working with the Economic Development Partnership of North Carolina and the N.C. Department of Commerce to successfully recruit this proposed equipment investment into this manufacturing facility in Sampson County.

**ECONOMIC NEED**

Sampson County is directly tied to both national and international trends on two levels, economic and agriculture.

Economic Trends

Sampson County business and industry sectors are benefitting from the national economic trends that the United States has experienced in the last year. However, international trade actions, tariffs, and proposed tariffs are impacting the competitiveness of some of our County's industrial base and the threat of new international tariffs only makes that a greater.

Sampson County's unemployment rate was at the reasonably low level of 4.3% in June of this year. Unfortunately, that low rate intensifies the problem of finding good workers. Sampson County employers have experienced a difficulty in finding good reliable workers and a low unemployment rate only adds to that problem. Although this problem is being discussed by local leaders it will take action and time to resolve this situation.

Agriculture Trends

Sampson County is fortunate to have both field crops and livestock as the mainstay to its agriculture business. However, national and international trends within agriculture can and do impact our local ag-economy, with the threat of court action to livestock a very real threat to our County's, region's and states agriculture sector.

Agriculture has its typical challenges, but the current legal actions being taken in our judicial system are creating a situation where the future could be very threatening to our livestock sector, which is a vital part of maintaining our areas economy.



## UNEMPLOYMENT

Although Sampson County's Unemployment Number went down from January to May of this year, the increase of 176 new Unemployed has a significant negative impact on our County's economy.

<b>Sampson County</b>	<b>January</b>	<b>May</b>	<b>June</b>
<b>Unemployment Number</b>	<b>1,407</b>	<b>1,094</b>	<b>1,270</b>
<b>Unemployment Rate</b>	<b>4.8%</b>	<b>3.7%</b>	<b>4.3%</b>

Source: NC Dept. of Commerce

## INDUSTRIAL RECRUITMENT STRATEGY

To offset the effects of the jobs loss as well as the exit of manufacturing capital investment and therefore taxable assets, i.e.; tax revenue, the Sampson County Board of Commissioners have employed aggressive economic development strategies. The County works hand-in-hand with Sampson County's 8 municipalities to support our existing industry and recruit new industry. Below is a brief overview of some of these strategies.

- Sampson County's municipalities contribute to the annual operating budget of the Sampson County Economic Development Commission (EDC), with each municipality's portion based on population.
- Sampson County and the City of Clinton have independently established performance based Economic Development Investment Policies to facilitate the offering of economic development inducement incentive packages to companies, both existing and new, on a case-by-case basis.
- Sampson County has supported the development of industrial sites and parks with their investment in roads, water/sewer service lines, and street lighting within the Sampson Southeast Business Center.
- Sampson County, the City of Clinton and several businesses within the Sampson Southeast Business Center invested in new entrance and direction signage within that Center, enhancing the marketability of that Center.
- The Sampson County Board of Commissioners approved the creation of a new Economic Development Fund for the purpose of purchasing and developing one or more new industrial sites/parks within Sampson County. This new fund will be funded each year with a minimum of \$ 250,000, with the first year's funding in FY 2018/2019 funded with an additional \$ 1,500,000 in seed funding, for a total of \$ 1,750,000. The Board of commissioners are in the process of public discussions on this project with planning to follow.
- The Clinton Committee of 100 purchased a 40-acre parcel of land within the Sampson Southeast Business Center to provide a controlled competitively priced industrial site to be marketed to recruit attractive manufacturing/distribution types of facilities.
- The Sampson County EDC works with a comprehensive Sampson County Economic Development Strategic Plan to make the County and her municipalities more competitive within the economic development recruitment field, i.e.; bring more jobs and investment to our County and municipalities.
- The Sampson County EDC is working to position the County to become a location factor in the distribution and warehousing sectors along the Mid-Atlantic U. S. East Coast. These efforts are working to maximize the strategic assets of Interstate 40 and 95, the N.C. Port of Wilmington, the Research Triangle Park and the Raleigh-Durham Airport. Distribution facilities and jobs have become an attractive component of the economic development recruitment business and the Sampson County EDC has focused specific strategic efforts to position Sampson County as a player in that sector.
- The Sampson County EDC has formed a partnership with utilities serving the County as well as local businesses to host appreciation and support events and programs on behalf of our County's existing

industrial base. Additionally, the Existing Industry Committee of the EDC has undertaken the visitation of local plant managers to show our support of their operations as well as become more familiar with our industrial base.

- The Sampson County EDC has co-hosted with the Clinton-Sampson Chamber of Commerce, the Small Business Center of Sampson Community College and the NC-LEAP three *Sampson County Small Business Summits* starting on January of 2011 at the Sampson County Expo Center. Typically 80-100 attendees have the opportunity to meet one-on-one with representatives of 18-21 local, regional, state and federal business assistance and financing organizations.
- On February 10, 2018 the Sampson County EDC co-hosted with the Clinton-Sampson Chamber of Commerce, Sampson County Exposition Center, NC Workforce Commerce and the Triangle South Workforce Development Board to host the 3<sup>rd</sup> annual Sampson County Job Fair. At this *Job Fair* 21 county-wide employers met with 318 job seekers, which is a 29.2% increase in the number of attendees from the first *Job Fair* held in 2016.
- The Sampson County EDC has continued to participate and partner with economic development agencies and associations that can positively impact Sampson County's economic development efforts, including:
  - Economic Development Partnership of NC,
  - N.C. Department of Commerce,
  - N.C. DOC Southeast Regional Office,
  - N.C. Southeast Partnership,
  - Southeast Economic Development Commission,
  - SE Office of the N.C. Biotechnology Center,
  - Ft. Bragg Regional Alliance and
  - N.C. Ports Authority.
- The Sampson County Board of Commissioners has authorized the Sampson County EDC to establish a Revolving Loan Program to support local existing and start-up small business. This new Revolving Loan Program two county businesses have received its first funding through a grant of \$ 80,000 from the U.S. Department of Agriculture and has made two loans to a Sampson County small business. As of August of 2018 this revolving loan fund has grown to over \$ 105,000 in loan funding available to qualifying Sampson County businesses.
- The Sampson County EDC has completed the design, introduction and utilization of a new branding for the county's economic development initiatives, including a new web site, stationary, prospect proposal packages, labor data books, etc.
- The Sampson County EDC has undertaken the production of several new marketing pieces, including updating and expanding the EDC web site as well as printed marketing, site and building marketing pieces.

## **THE COMPANY & PROJECT PROPOSAL**

Aluminum Rheinfelden Group and CCL Industries, Inc. have formed a 50/50 joint venture partnership to develop a new aluminum slug/disc manufacturing company. This joint venture company will operate under the name **Rheinfelden Americas, LLC** (RA).

### **Rheinfelden Americas LLC**

In December 2014 Rheinfelden Americas (RA) purchased the former Aludisc, LLC aluminum slug manufacturing building and equipment located at 520 East Railroad Street, Clinton. The plant has been in production of slugs since 2015 but has been unable to achieve needed production and product quality standards necessary to be competitive.

The two parent companies of RA are proposing the purchase and installation of \$ 8,000,000 in new production equipment for this plant for the purpose of improving the production and quality of this plant. They have stated this plant has potential but it must first make improvements needed. This new investment would be above those investment commitments made by RA to the County and City of Clinton for their existing grant back incentives.

**PROPOSED PROJECT COMMITMENT**

Below are the specifics of Rheinfelden Americas, LLC commitment if they locate this new investment in Sampson County.

**PROPOSED NEW TAXABLE INVESTMENT**

	<u>Building</u>	<u>Equipment</u>	<u>Cumulative</u>
2019	\$ 0	\$ 2,000,000	\$ 2,000,000
2020	0	2,000,000	4,000,000
2021	0	2,000,000	6,000,000
2022	<u>+ 0</u>	<u>+ 2,000,000</u>	<u>+ 8,000,000</u>
Total	\$ 0	\$ 8,000,000	<b>\$ 8,000,000</b>

**PROPOSED NEW JOBS**

RA would not create additional jobs as part of this proposed \$ 8,000,000 investment in production equipment. RA is currently committed to create a total of 69 jobs as of 2021 within their current Sampson County GBI Agreement.



**PROPOSED INCENTIVE PACKAGE**

**STATE OF NORTH CAROLINA INCENTIVES**

The below State of North Carolina incentives are being requested from the North Carolina Department of Commerce.

**ONE NORTH CAROLINA FUND - \$ 120,000**

**SAMPSON COUNTY INCENTIVES**

It is proposed that Sampson County utilize its existing Economic Development Investment Incentive Policy to recruit this equipment investment into their Clinton facility. The below incentive proposal would help offset this project's high development, construction and start-up costs during the first several years.

Note 1: The below incentive plan utilizes Sampson County's FY 2018/2019 property tax rate of \$ 0.825.

Note 2: The below table calculated tax revenues utilizing the N.C. Department of Revenue 2018 Cost Index & Depreciation Schedules for deprecation of equipment.

Note 3: North Carolina allows for a local government to provide Grant Back Incentives with the following terms:

**MAXIMUM LENGTH OF GBI: 10 YEARS**

**MAXIMUM PERCENTAGE OF TAX REVENUES: 100%**

**PROPOSED GBI: 10-YEARS • 30% GBI • 70% REMAINING TAX REVENUE**

Investment Year	Year of Tax & GBI Paid	Annual Property Taxes	GRANT BACK INCENTIVE		REMAINING TAX REVENUE	
			Annual	% of Tax Revenue	Annual	% of Tax Revenue
2019	2020	\$ 15,345	\$ 0	0%	\$ 15,345	100%
2020	2021	\$28,710	\$14,355	50%	\$14,355	50%
2021	2022	\$40,095	\$20,048	50%	\$20,048	50%
2022	2023	\$48,840	\$24,420	50%	\$24,420	50%
2023	2024	\$44,880	\$22,440	50%	\$22,440	50%
2024	2025	+\$40,260	+\$ 20,130	50%	+\$ 20,130	50%
<b>Years 2-6 Total</b>		<b>\$ 202,785</b>	<b>\$ 101,393</b>	<b>50%</b>	<b>\$ 101,393</b>	<b>50%</b>
2025	2026	\$36,300	\$0	0%	\$36,300	100%
2026	2027	\$31,680	\$0	0%	\$31,680	100%
2027	2028	\$27,060	\$0	0%	\$27,060	100%
2028	2029	\$21,780	\$0	0%	\$21,780	100%
<b>Years 7-10 Total</b>		<b>\$ 116,820</b>	<b>\$0</b>	<b>0%</b>	<b>\$ 116,820</b>	
<b>Years 1-10 Total</b>		<b>\$ 334,950</b>	<b>\$ 101,393</b>	<b>30%</b>	<b>\$ 233,558</b>	<b>70%</b>

**SAMPSON COUNTY BOARD OF COMMISSIONERS  
PUBLIC HEARING: SEPTEMBER 10, 2018**

**RHEINFELDEN AMERICANS, LLC  
SECOND GBI PACKAGE**

**INCENTIVE PROPOSAL OVERVIEW**

**SECTION 1: COMPANY**

The Clinton based Rheinfelden Americas, LLC plant is a 50/50 joint venture partnership of the Aluminum Rheinfelden Group and CCL Industries, Inc. This partnership was formed to develop a new aluminum slug manufacturing company, **Rheinfelden Americas, LLC**. Below is background of these two partners of Rheinfelden Americas, LLC (RA).

Aluminum Rheinfelden Group is a German manufacturer of specialty aluminum alloy products, including slugs/discs. Aluminum Rheinfelden Group operates 3 companies:

- Rheinfelden Alloys.....aluminum cast alloys for automotive industry
- Rheinfelden Semis.....aluminum slugs
- Rheinfelden Carbon.....electrodes and special carbons paste for electrometallurgies industry (silicon)

Aluminum Rheinfelden Group

- Founded in 1898 and today is Europe's leading manufacturer of aluminum slugs.
- Slugs are round discs of pure aluminum in quality, Al 99.5% or Al 99.7%. They are punched out of self produced rotary caster strip and roughened by means of vibration or shot blasting. In addition to round, oval and rectangular slugs there are special shapes. The weight per part is in a range of 0.5 – 1.000 grams.
- Rheinfelden Semis aluminum slugs are sold worldwide for production of:
  - monobloc aerosol cans
  - collapsible tubes without membranes
  - pharmaceutical cans
  - impact extruder industrial parts (condenser cans or automotive filter)
  - bottom plates for stainless-steel cooking pots

CCL Industries, Inc. is a Canadian company who manufacturer's specialty label and packaging solutions for global corporations, small business and consumers. Their products range from home/personal care, premium food/ beverage, healthcare and specialty markets worldwide. Their corporate headquarters is in Toronto, Canada.

CCL Industries operates 3 divisions: CCL Label, CCL Container and CCL Tube. Combined they employ approximately 10,400 people, operate 99 production facilities in 28 countries on 5 continents

CCL Container is an impact-extruder packing technology company that principally produces packaging products from aluminum slugs. Their products include: aerosol containers, specialty shapes, beverage bottles and specialty packaging. CCL Container currently operates aluminum slug manufacturing plants in three locations.

- Hermitage, Pennsylvania
- Mexico City, Mexico
- San Jose Iturbide Guanajuato, Mexico

**SECTION 2: PROPOSED PROJECT**

RA has been operating the Clinton facility with production equipment that was both relocated and new.

Lower Production Standards: Since its production startup at the Clinton plant, RA has experienced a lower level of production than needed.

Lower Quality Standards: Since its production startup at the Clinton plant, RA has experienced a lower level of quality in their finished product than needed.

Analysis of Production: RA is undertaking an analysis of whether continue to make improvements at the Clinton plant or to relocate this manufacturing operation to another plant within an existing facility of either of their parent companies.

GBI Proposal: We are proposing to utilize Sampson County's existing Grant Back Incentives Policy (GBI) to induce RA to make the below investment in new production equipment.

**SECTION 3: BENEFITS: COMPANY COMMITMENTS: INVESTMENTS**

	<b><u>PROPOSED NEW TAXABLE INVESTMENT</u></b>		
	<b><u>Building</u></b>	<b><u>Equipment</u></b>	<b><u>Total</u></b>
2019	\$ 0	\$ 2,000,000	\$ 2,000,000
2020	0	2,000,000	4,000,000
2021	0	2,000,000	6,000,000
2022	0	<u>+ 2,000,000</u>	<u>+ 8,000,000</u>
Total	\$ 0	\$ 8,000,000	<b>\$ 8,000,000</b>

**SECTION 4: BENEFITS: COMPANY COMMITMENTS: EMPLOYMENT**

- RA would not create additional jobs as part of this proposed \$ 8,000,000 investment in new production equipment.
- RA is currently committed to create a total of 69 jobs as of 2021 within their current Sampson County GBI Agreement.



**SECTION 5: PROPOSAL: GRANT BACK INCENTIVES**

It is proposed that Sampson County utilize its existing Economic Development Investment Incentive Policy to recruit this new investment to this Sampson County plant. The below incentive proposal would help offset this project's high development, construction and start-up costs during the first several years of this equipment investment project.

Note 1: The below incentive plan utilizes Sampson County's FY 2018/2019 property tax rate of \$ 0.825.

Note 2: The below table calculated tax revenues utilizing the N.C. Department of Revenue 2018 Cost Index & Depreciation Schedules for depreciation of equipment.

Note 3: North Carolina Statutes allow for a local government to provide Grant Back Incentives with the following terms:

**MAXIMUM ALLOWABLE LENGTH OF GBI: 10 YEARS**

**MAXIMUM ALLOWABLE PERCENTAGE OF TAX REVENUES: 100%**

**PROPOSED GBI: 10-YEARS • 30% GBI • 70% REMAINING TAX REVENUE**

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2026	2027	\$31,680	\$0	0%	\$31,680	100%
2027	2028	\$27,060	\$0	0%	\$27,060	100%
2028	2029	\$21,780	\$0	0%	\$21,780	100%
<b>Years 7-10 Total</b>		<b>\$ 116,820</b>	<b>\$0</b>	<b>0%</b>	<b>\$ 116,820</b>	
<b>Years 1-10 Total</b>		<b>\$ 334,950</b>	<b>\$ 101,393</b>	<b>30%</b>	<b>\$ 233,558</b>	<b>70%</b>

**SECTION 6: PROPOSED INCENTIVE PACKAGE: STATE OF NORTH CAROLINA**

The below State of North Carolina incentives are being requested from the North Carolina Department of Commerce.

**ONE NORTH CAROLINA FUND - \$ 120,000**

**SECTION 8: INCENTIVE AGREEMENT**

- a) Original incentive agreement drafted by the Sanford Holshouser law firm which advised the Sampson County Board of Commissioners on the adoption of Economic Development Investment Policy in 2003.
- b) Proposed incentive agreement has been reviewed by the legal counsel and management of Sampson County and Rheinfelden Americas, LLC.
- c) Presenting this incentive agreement to the Sampson County Board of Commissioners and requesting the Board's approval is one of several steps to conclude this incentive package and successfully recruit this proposed equipment investment project of Rheinfelden Americas, LLC to the Clinton plant.
- d) Annual Documentation of GBI Company Commitments  
Each year during the Grant Back Incentive award period the company commitment in net new jobs and net new taxable investment are documented before the annual payments to the company are made. Below is a brief review of how these jobs and investment are documented.

Net New Jobs Commitment

Each year the Sampson County Economic Development Commission (EDC) obtains the quarterly NC101 Employment Reporting form the company submitted to the NC Works, former NC Employment Security Commission. This NC101 form lists all employees a company has within NC. The EDC obtains the NC101 form for the below two timelines.

- The last quarter of the previous year, providing the January 1<sup>st</sup> employment levels of the subject year.
- The last quarter of the subject year, the employment and wages for the end of the subject year.

Net New Taxable Investment

Each year the EDC obtains the necessary property tax documentation from the Sampson County Tax Administration Office for the GBI subject year. This information includes the below.

- Proof the new property investment was listed with the Sampson County Tax Administrator.
- Proof the new property investment was above the level prior to the GBI agreement.
- Proof the company has paid the annual property tax for that subject GBI year.

**e) "Claw-Back" Provisions:**

- If a Change of Use and/or Employment occurs in any one year of the agreement, the amount of incentive payment made that year and subsequent years shall be reduced on a pro rata basis.
- If Company Abandons manufacturing operations in the Facility, the County will have no further obligations as to future incentive payments.

**e) Incentives based on new taxable property tax revenue:**

- depreciation of equipment and machinery calculated using NC Dept. of Revenue 2018 depreciation schedules,
- based only on new taxable investment.....not existing building and equipment tax revenues and
- based on FY 2018-2019 Sampson County property tax rates.

**DRAFT**

**8-10-2018**

**SAMPSON COUNTY, NORTH CAROLINA**

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**INCENTIVE AGREEMENT**

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**RHEINFELDEN AMERICAS, LLC**

\_\_\_\_\_

**Dated as of September \_\_\_\_\_, 2018**

\_\_\_\_\_



**STATE OF NORTH CAROLINA**

**INCENTIVE AGREEMENT**

**COUNTY OF SAMPSON**

**THIS INCENTIVE AGREEMENT**, dated as of September \_\_, 2018, (as supplemented or amended, the "Agreement"), is between RHEINFELDEN AMERICAS, LLC, a Delaware limited liability company duly registered with the Secretary of State of North Carolina, (the "Company") and SAMPSON COUNTY, NORTH CAROLINA, a body corporate and politic and a political subdivision of the State of North Carolina, (the "County"). The Company and the County may be referred to in this Agreement collectively as the "Parties."

**RECITALS**

1. The purpose of this Agreement is to describe certain incentives to be provided by the County to the Company in connection with the Company's purchase of new manufacturing equipment to be utilized for the purpose of manufacturing aluminum slugs and discs at an existing Facility located in the County.

2. North Carolina General Statutes § 158-7.1, *et seq.*, authorizes county governments to enter into economic development agreements with private industries where, in the discretion of the county's board of commissioners, the appropriations or expenditures made pursuant to the economic development agreement will increase the population, taxable property, agricultural industries, and business prospects of the county.

3. The Sampson County Board of Commissioners finds that the obligations incurred by the County pursuant to this Agreement serve a public purpose and will lead to an increase in population, taxable property, agricultural industries, and the business prospects of the County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS; RULES OF CONSTRUCTION**

**1.01. Definitions.** For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Beneficial Occupancy" means the date on which the Company substantially completes the installation of the manufacturing equipment to be installed at the Facility in 2019, as opposed to new manufacturing equipment that the Company intends to install during subsequent years.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Change in Use" means any diversion of or reduction in use of the new manufacturing equipment to be utilized at the Facility which would not provide the guaranteed Performance Commitments of Direct Investment, as set forth herein.

"Closing Date" means the date on which this Agreement is first executed and delivered by the Parties.

"Direct Investment" means the original tax value of equipment placed by the Company on the ad valorem tax rolls of the County.

"DOC" means the North Carolina Department of Commerce.

"Facility" means the existing manufacturing facility where the new manufacturing equipment will be installed and utilized by the Company, as more particularly described in **Exhibit A**.

"Incentive Payments" has the meaning ascribed to it by the terms of Article II herein.

"Incentives" means the various incentive payments from all sources to the Company, as referred to in this Agreement.

"Occupancy Date" means the date on which the Company assumes Beneficial Occupancy of the Facility, as defined above.

"Performance Commitment(s)" has the meaning ascribed to it by the terms of Articles II and IV herein.

"State" means the State of North Carolina.

**1.02. Rules of Construction.** Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well.

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement,

(c) All references to officers are references to County officers.

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

**ARTICLE II**  
**INCENTIVE PAYMENTS**

The County will provide for Incentive Payments totaling no more than **one hundred one thousand three hundred ninety-three dollars (\$101,393.00)**. The timing of these Incentive Payments will be in accordance with the following:

2020.....\$14,355.00

2021.....\$20,048.00

2022.....\$24,420.00

2023.....\$22,440.00

2024.....\$20,130.00

These Incentive Payments shall be made starting in the year after the year in which the Occupancy Date of the facility occurs, and each year thereafter for a total of **five (5) years**, provided that the Company has not abandoned new manufacturing operations in the Facility as defined in Article V herein. In the event that the Company abandons new manufacturing operations in the Facility, no further Incentive Payments shall be due and payable from the County. Such Incentive Payments shall be paid in each applicable year only after the Company has paid in full all taxes or fees owed to the County in that year. The amount of such Incentive Payments shall be reduced proportionate to the amount by which the Company fails to meet its Performance Commitments as set forth in Article IV herein. The formulation of how such Incentive Payments shall be proportionately reduced is set forth in Article V and **Exhibit B** herein.

**ARTICLE III**  
**OTHER INCENTIVE SOURCES**

It is understood by the parties to this Agreement that certain other Incentives may be made available to assist in the placement of new manufacturing equipment at the Facility. The source and amount of these anticipated Incentives are as follows:

DOC                    \$120,000.00

It is further understood that the County will be supportive of the Company's application for these other Incentives, but that it does not have any control whatsoever over the approval or amount of these Incentives and how they are paid.

These Incentives from sources other than the County are only acknowledged herein, but are not otherwise subject to the terms and conditions of this Agreement, except for Article VII.



**ARTICLE IV**  
**COMPANY’S COMMITMENTS**

In return for the Incentives set forth herein, which are a competitive necessity for the Company to choose to place new manufacturing equipment at the existing Facility located in the County, as contemplated by this Agreement, the Company commits to certain Performance Commitments related to incrementally increased taxes in the County. The Parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that the Company will meet or exceed these Performance Commitments. Specifically, the Company agrees to meet or exceed the following Performance Commitments:

(a) The Company shall place new manufacturing equipment at the Facility, as contemplated by this Agreement, on the property identified on **Exhibit A** and shall make Direct Investment equal to **eight million dollars (\$8,000,000.00)**, as set forth in the table below, and the Direct Investment shall remain as taxable property in the County subject to ad valorem tax assessments for the full **five (5)** year term of this Agreement.

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Total</b>
<b>Personal Property (Equipment)</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$0.00</b>	<b>\$8,000,000</b>

**ARTICLE V**  
**FAILURE TO MEET PERFORMANCE COMMITMENTS**

Performance Commitments are set forth herein in Article IV and represent the levels of Direct Investment that must be achieved by the Company in order to qualify for a complete level of Incentive Payment in a given year.

If a Change in Use occurs in any year prior to the last Incentive Payment to the Company, the amount of the Incentive Payment due in that year, and such payments to be made in later years, shall be reduced on a pro rata basis, to the unweighted average of the percentages the company falls short in the Performance Commitment levels. Examples describing the formula for reduction in the Incentive Payments are set forth in **Exhibit B**. If the Company abandons new manufacturing operations in the Facility, all future Incentive Payments will be terminated, and the County shall have no obligation as to make future Incentive Payments following abandonment of new manufacturing operations within the Facility.

**ARTICLE VI**  
**INDEMNIFICATION**

The Company hereby agrees to indemnify, protect and hold harmless the County, and its officers, directors and employees from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the new manufacturing equipment, the Facility, or the transactions contemplated by or relating to this Agreement, including without

limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Company and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

**ARTICLE VII**  
**TERMINATION OF AGREEMENT**

Upon the occurrence of any of the following events, the Company shall have the option of terminating this Agreement:

- (a) Failure of the County to provide Incentive Payments as provided for in Article II herein;
- (b) Failure of any funding source to pay Incentives as set forth in Article III;
- (c) Payment in full of Incentive Payments from all sources.

**ARTICLE VIII**  
**TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS**

Notwithstanding anything herein to the contrary, if the Company shall be prevented or delayed from fulfilling, or continuing to fulfill, the Performance Commitments as set forth herein, by reason of a:

- (a) Government moratorium;
- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the Company to obtain same;
- (c) Enemy or hostile governmental action;
- (d) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (e) Strike, lockout or a labor dispute involving entities other than the Company which causes the Company an inability to obtain labor or materials;
- (f) Delay in funding any incentive to or for the benefit of the Company; or;
- (g) Any other event, other than normal business exigencies, which is beyond the reasonable control of the Company.

then the Performance Commitments for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The Parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for any affected year(s). However, if the Parties cannot in good faith reach an agreement as to such adjustment, all Parties agree to submit this issue to binding arbitration on an expedited basis.

## **ARTICLE IX ASSIGNMENTS**

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the Parties. Provided, however, that this Agreement may be assigned by the Company to a wholly owned subsidiary of the Company, without the consent of all other Parties, provided that the Company will guarantee the performance by the Subsidiary of the obligations due under this Agreement.

## **ARTICLE X LIMITED OBLIGATION OF COUNTY**

**NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.**

## **ARTICLE XI MISCELLANEOUS**

**11.01. Governing Law.** The Parties intend that this Agreement shall be governed by the laws of the State of North Carolina. The sole jurisdiction for the hearing of any disputes arising hereunder shall be in the Superior Court Division of the General Court of Justice of Sampson County, North Carolina.

**11.02. Notices.**

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1) If to the Company, to: **Rheinfelden Americas, LLC**  
Attn: \_\_\_\_\_  
111 Gordon Baker Road, Suite 810  
Toronto, Ontario, XX M2H 3R1

(2) If to the County, to: **Sampson County**  
Attention: Sampson County Manager  
406 County Complex Road  
Clinton, North Carolina 28328

**11.03. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

**11.04. Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**11.05. Entire Agreement; Amendments.** This Agreement, including **Exhibit A** and **Exhibit B** attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties, and this Agreement shall not be changed except in writing signed by all the Parties.

**11.06. Binding Effect.** Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**11.07. Time.** Time is of the essence in this Agreement and each and all of its provisions.

**11.08. Liability of Officers and Agents.** No officer, agent or employee of the County, City, the Parent Company, or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.



**11.09. Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**RHEINFELDEN AMERICAS , LLC**

By \_\_\_\_\_ [SEAL]

**ATTEST:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_, Secretary

**SAMPSON COUNTY, NORTH CAROLINA**

**ATTEST:**

By \_\_\_\_\_ [SEAL]

**CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners**

\_\_\_\_\_  
SUSAN J. HOLDER,  
Clerk to the Sampson County Board of Commissioners

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

\_\_\_\_\_  
DAVID CLACK,  
Finance Officer, Sampson County, North Carolina

**EXHIBIT A**  
**FACILITY DESCRIPTION**

The Company will place new manufacturing equipment at an existing Facility located at 520 East Railroad Street, Clinton, North Carolina.

**EXHIBIT B**  
**SCHEDULE FOR REDUCTION OF FIVE YEAR INCENTIVEMENT PAYMENTS**

In any year that the County have agreed to make an Incentive Payment that the Company fails to meet the Performance Commitments set forth in Article IV herein for Direct Investment, the amount of Incentive Payment paid for that year to the Company shall be decreased by a pro rata amount of that year's Incentive Payment, which pro rata amount shall be computed as the percentages by which the Company failed to meet the Performance Commitments for Direct Investment.

**Example.** On the third anniversary date, the Company has 80% of the amount of Direct Investment, the Incentive Payment for that year would be 80% of \$24,420.00, or \$19,536.00.



## **Resolution Approving Agreement with Rheinfelden Americas, LLC**

### **WHEREAS -**

For the past several months, representatives of Sampson County and others have been working with representatives of **Rheinfelden Americas, LLC**, concerning the company's desire to make certain capital investments for new manufacturing equipment for the manufacturer of aluminum slugs within their existing manufacturing plant located at 520 East Railroad Street in Clinton.

The County and **Rheinfelden Americas, LLC** have agreed in principle that if the company will commit to make certain capital investments at the manufacturing facility located in the County, for the County to make certain incentive payments to **Rheinfelden Americas, LLC** over a **five-year** period. The mutual obligations of the County and **Rheinfelden Americas, LLC** will be set forth in an Incentive Agreement, a draft of which has been presented at this meeting.

The County has held a public hearing earlier today concerning appropriations and expenditures for economic development activities pursuant to the Incentive Agreement. The Incentive Agreement is now presented to the Board of Commissioners for consideration.

**BE IT RESOLVED by the Board of Commissioners of Sampson County, North Carolina, as follows:**

1. The Board determines that the County will enter into the proposed Incentive Agreement. The Board approves the form of the Incentive Agreement presented at this meeting. The final version of the Incentive Agreement must be in substantially the form presented but may have such additional minor changes as may be acceptable to the Chairman, who is authorized and directed to execute the final form agreement. The final form of the agreement may not, however, in any material fashion increase the County's obligations or decrease the company's obligations from the obligations described in the draft agreement. The Chairman's execution and delivery of the final form agreement will be conclusive evidence of his approval.

2. By this resolution, the County agrees to provide performance-based incentives as prescribed in the agreement requiring certification of jobs created, investment levels verified, and documentation submitted by the Company.



3. By this resolution, the County confirms and accepts its agreement that the incentive payments payable to the Company will be paid in the following amounts, as specified by the incentive agreement:

2020 ..... \$ 14,355.00

2021 ..... \$ 20,048.00

2022 ..... \$ 24,420.00

2023 ..... \$ 22,440.00

2024 ..... \$ 22,130.00

**Total ..... \$ 101,393.00**

4. All County officers and employees are authorized and directed to deliver all certificates, agreements and instruments and to take all such further actions as they may consider necessary or desirable in furtherance of the transactions contemplated by this resolution. All such prior actions of County officers and employees are ratified, approved and confirmed.

5. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this 10th day of September, 2018.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT	<u>ITEM NO.</u>	<u>3 (d)</u>
Meeting Date: September 10, 2018	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue

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**SUBJECT:** Public Hearing – Naming of Private Roads

**DEPARTMENT:** Emergency Management (Addressing)/ Administration

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Susan J. Holder, Assistant County Manager

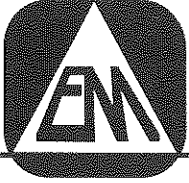
**PURPOSE:** To receive public input on the naming of certain private roads

**ATTACHMENTS:** Memo

**BACKGROUND:**  
 We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the naming of certain private roads:

PVT 1291 160	Barnstormers Lane
PVT 1291 160 58	Pilot Row Lane

**RECOMMENDED ACTION OR MOTION:**  
 Name private roads as recommended



**SAMPSON COUNTY  
EMERGENCY  
MANAGEMENT  
SERVICES**

**RONALD BASS  
DIRECTOR  
(910) 592-8996**

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager

**FROM:** <sup>RB</sup> Ronald Bass, Emergency Management

**DATE:** August 28, 2018

**SUBJECT:** Private Road Names/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendations have been listed below:

PVT 1291 160  
PVT 1291 160 58

Barnstormers Ln  
Pilot Row Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

# NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, September 10, 2018, in the County Auditorium, 435 Rowan Road (Sampson County Complex, Building A) to consider public input on the naming of the following private roads:

<u>PVT ROAD CODE</u>	<u>PROPOSED NAME</u>
PVT 1291 160	Barnstormers Lane
PVT 1291 160 58	Pilot Row Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328, (910) 592-6308.



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: September 10, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>			

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SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Child Fatality Prevention Team

The Health Director, as Chairman of the Child Fatality Prevention Team, has requested the appointment of Donald Edwards, Chief of the Clinton City Police Department, as a law enforcement representative to the CFPT.

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

To: Mr. Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's agenda items-Committee Appointment

Date: August 23, 2018

As Chairperson of the Sampson County Child Fatality Prevention Team (CFPT), I am requesting the appointment of a new member.

Article 14, 7B-1407 provides for a law enforcement officer to be appointed to the CFPT by the county commissioners. The Team is requesting the appointment of Donald Edwards, Chief of Police.

Our CFPT meets six times a year. Meeting dates for the rest of this calendar year are October 3<sup>rd</sup> and December 6, 2018.

Please contact me at 910-592-1131 ext. 4971 if you have any questions. I look forward to your response and thank you in advance.

Attachment: Article 14, 7B-1407

- (10) A public member, appointed by the Governor; and
- (11) The Team Coordinator.

The ex officio members other than the Chief Medical Examiner may designate a representative from their departments, divisions, or offices to represent them on the State Team.

(c) All members of the State Team are voting members. Vacancies in the appointed membership shall be filled by the appointing officer who made the initial appointment. (1991, c. 689, s. 233(a); 1993, c. 321, s. 285(a); 1997-443, s. 11A.99; 1997-456, s. 27; 1998-202, s. 6.)

#### **§ 7B-1405. State Team - duties.**

The State Team shall:

- (1) Review current deaths of children when those deaths are attributed to child abuse or neglect or when the decedent was reported as an abused or neglected juvenile pursuant to G.S. 7B-301 at any time before death;
- (2) Report to the Task Force during the existence of the Task Force, in the format and at the time required by the Task Force, on the State Team's activities and its recommendations for changes to any law, rule, and policy that would promote the safety and well-being of children;
- (3) Upon request of a Local Team, provide technical assistance to the Team;
- (4) Periodically assess the operations of the multidisciplinary child fatality prevention system and make recommendations for changes as needed;
- (5) Work with the Team Coordinator to develop guidelines for selecting child deaths to receive detailed, multidisciplinary death reviews by Local Teams that review cases of additional child fatalities; and
- (6) Receive reports of findings and recommendations from Local Teams that review cases of additional child fatalities and work with the Team Coordinator to implement recommendations. (1991, c. 689, s. 233(a); 1993, c. 321, s. 285(a); 1997-443, s. 11A.99; 1997-456, s. 27; 1998-202, s. 6.)

#### **§ 7B-1406. Community Child Protection Teams; Child Fatality Prevention Teams; creation and duties.**

(a) Community Child Protection Teams are established in every county of the State. Each Community Child Protection Team shall:

- (1) Review, in accordance with the procedures established by the director of the county department of social services under G.S. 7B-1409:
  - a. Selected active cases in which children are being served by child protective services; and
  - b. Cases in which a child died as a result of suspected abuse or neglect, and
    - 1. A report of abuse or neglect has been made about the child or the child's family to the county department of social services within the previous 12 months, or
    - 2. The child or the child's family was a recipient of child protective services within the previous 12 months.
- (2) Submit annually to the board of county commissioners recommendations, if any, and advocate for system improvements and needed resources where gaps and deficiencies may exist.

In addition, each Community Child Protection Team may review the records of all additional child fatalities and report findings in connection with these reviews to the Team Coordinator.

(b) Any Community Child Protection Team that determines it will not review additional child fatalities shall notify the Team Coordinator. In accordance with the plan established under G.S. 7B-

1408(1), a separate Child Fatality Prevention Team shall be established in that county to conduct these reviews. Each Child Fatality Prevention Team shall:

- (1) Review the records of all cases of additional child fatalities.
  - (2) Submit annually to the board of county commissioners recommendations, if any, and advocate for system improvements and needed resources where gaps and deficiencies may exist.
  - (3) Report findings in connection with these reviews to the Team Coordinator.
- (c) All reports to the Team Coordinator under this section shall include:
- (1) A listing of the system problems identified through the review process and recommendations for preventive actions;
  - (2) Any changes that resulted from the recommendations made by the Local Team;
  - (3) Information about each death reviewed; and
  - (4) Any additional information requested by the Team Coordinator. (1993, c. 321, s. 285(a); 1998-202, s. 6.)

**§ 7B-1407. Local Teams; composition.**

(a) Each Local Team shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the community. No single team shall encompass a geographic or governmental area larger than one county.

(b) Each Local Team shall consist of the following persons:

- (1) The director of the county department of social services and a member of the director's staff;
- (2) A local law enforcement officer, appointed by the board of county commissioners;
- (3) An attorney from the district attorney's office, appointed by the district attorney;
- (4) The executive director of the local community action agency, as defined by the Department of Health and Human Services, or the executive director's designee;
- (5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
- (6) A member of the county board of social services, appointed by the chair of that board;
- (7) A local mental health professional, appointed by the director of the area authority established under Chapter 122C of the General Statutes;
- (8) The local guardian ad litem coordinator, or the coordinator's designee;
- (9) The director of the local department of public health; and
- (10) A local health care provider, appointed by the local board of health.

(c) In addition, a Local Team that reviews the records of additional child fatalities shall include the following five additional members:

- (1) An emergency medical services provider or firefighter, appointed by the board of county commissioners;
- (2) A district court judge, appointed by the chief district court judge in that district;
- (3) A county medical examiner, appointed by the Chief Medical Examiner;
- (4) A representative of a local child care facility or Head Start program, appointed by the director of the county department of social services; and
- (5) A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

(d) The Team Coordinator shall serve as an ex officio member of each Local Team that reviews the records of additional child fatalities. The board of county commissioners may appoint a



maximum of five additional members to represent county agencies or the community at large to serve on any Local Team. Vacancies on a Local Team shall be filled by the original appointing authority.

(e) Each Local Team shall elect a member to serve as chair at the Team's pleasure.

(f) Each Local Team shall meet at least four times each year.

(g) The director of the local department of social services shall call the first meeting of the Community Child Protection Team. The director of the local department of health, upon consultation with the Team Coordinator, shall call the first meeting of the Child Fatality Prevention Team. Thereafter, the chair of each Local Team shall schedule the time and place of meetings, in consultation with these directors, and shall prepare the agenda. The chair shall schedule Team meetings no less often than once per quarter and often enough to allow adequate review of the cases selected for review. Within three months of election, the chair shall participate in the appropriate training developed under this Article. (1993, c. 321, s. 285(a); 1997-443, s. 11A.100; 1997-456, s. 27; 1997-506, s. 52; 1998-202, s. 6.)

**§ 7B-1408. Child Fatality Prevention Team Coordinator; duties.**

The Child Fatality Prevention Team Coordinator shall serve as liaison between the State Team and the Local Teams that review records of additional child fatalities and shall provide technical assistance to these Local Teams. The Team Coordinator shall:

- (1) Develop a plan to establish Local Teams that review the records of additional child fatalities in each county.
- (2) Develop model operating procedures for these Local Teams that address when public meetings should be held, what items should be addressed in public meetings, what information may be released in written reports, and any other information the Team Coordinator considers necessary.
- (3) Provide structured training for these Local Teams at the time of their establishment, and continuing technical assistance thereafter.
- (4) Provide statistical information on all child deaths occurring in each county to the appropriate Local Team, and assure that all child deaths in a county are assessed through the multidisciplinary system.
- (5) Monitor the work of these Local Teams.
- (6) Receive reports of findings, and other reports that the Team Coordinator may require, from these Local Teams.
- (7) Report the aggregated findings of these Local Teams to each Local Team that reviews the records of additional child fatalities and to the State Team.
- (8) Evaluate the impact of local efforts to identify problems and make changes. (1993, c. 321, s. 285(a); 1998-202, s. 6.)

**§ 7B-1409. Community Child Protection Teams; duties of the director of the county department of social services.**

In addition to any other duties as a member of the Community Child Protection Team, and in connection with the reviews under G.S. 7B-1406(a)(1), the director of the county department of social services shall:

- (1) Assure the development of written operating procedures in connection with these reviews, including frequency of meetings, confidentiality policies, training of members, and duties and responsibilities of members;
- (2) Assure that the Team defines the categories of cases that are subject to its review;
- (3) Determine and initiate the cases for review;
- (4) Bring for review any case requested by a Team member;
- (5) Provide staff support for these reviews;

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     4

Meeting Date: September 10, 2018	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS: (see next page for Board of Health Consent Agenda)**

- a. Approve the minutes of the August 6, 2018 meeting
- b. Schedule a public hearing regarding FY 2020 CTP Grant Funding for October 1, 2018
- c. Approve execution of the Memorandum of Understanding between Clinton City Schools and Sampson County EMS regarding High School Emergency Medical Technician Program
- d. Approve the request for destruction of certain Expo Center records pursuant to the Records Retention and Disposition Schedule (Rental Contract/Lease Agreements 2012-2013; Paid Invoice Files 2012-2013; CenterStage Invoices/Documents 2012-2013)
- e. Approve the request for destruction of certain Public Works records pursuant to the Records Retention and Disposition Schedule (Daily Reports, Bill Tab Receipts, Bill Register Reports, Meter Reading Reports, Cutoff Reports, Work Orders – 2014-15)
- f. Approve the contract for school health nursing services between Clinton City Schools and the Sampson County Health Department
- g. Approve the extension of the contract between Sampson County and Waste Industries, LLC for solid waste recyclables and collection
- h. Approve the Home and Community Care Block Grant Budget Revision 1
- i. Adopt a resolution authorizing the conveyance of real property (Book 1547, Page 699 Sampson County Registry) to the Sampson County Board of Education
- j. Approve the Assistance Policy and the Procurement Policy for the 2018 funding cycle of the Urgent Repair Program
- k. Approve delinquent disabled veteran exclusion applications for Dennis W. Sutton, Larry E. Williams, Michael W. McLymore, William O. Harris, Dwight D. Miller, and Darious G. Lassiter
- l. Approve tax refunds and releases as submitted
- m. Approve budget amendments as submitted

*Continued next page*

**Consent Agenda, Board of Health items**

- n. Approve the revised Health Insurance Portability and Accountability Act (HIPAA) Policy and Procedure
- o. Approve annual updates to the Sampson County Administrative Manual

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, August 6, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, and Jerol Kivett. Absent: Commissioner Harry Parker.

Chairman Wooten convened the meeting and recognized Vice Chairperson Lee. She called upon Commissioner Kivett for the invocation. She then led the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes: Roads (presentation by NCDOT Engineer Keith Eason) was added as the first presentation ; Animal Shelter Adoption Fee Revisions was added as Item 4 (i); Contract For School Nursing Services Between the Sampson County Health Department and Sampson County Schools was added as Item 4 (j); Scheduling an Economic Development Public Hearing for the September 10, 2018 Meeting was added as Item 4 (k); Declare as Surplus the Service Weapon of Officer Kenneth Cannady for Presentation Upon Retirement was added to Item 4 (l).

### **Roads**

NCDOT District/Residential Engineer Keith Eason provided the Board with an update on the NC 24 Project. He noted that all the projects in sections A-B were completed, except for a portion of Section C around Roseboro, near the intersection of Hwy 24 and 242, which is still on pace to be completed on schedule. He also noted that a portions of the D section of the project, which extends from Mitchell Loop Road to the Coharie Country Club, was basically completed but not yet accepted and that DOT would do a partial acceptance. He explained that the contractor is nearing completion of the few remaining small projects and the final resurfacing. The majority of the work is expected to be completed by the end of the year, but the official completion date had been extended 433 days or to January 22, 2019. He explained that utility re-locations had been the cause of the majority of the delay.

Commissioner Godwin inquired if the remaining projects would have a crew working during night shifts. Mr. Eason advised that it would ultimately be the contractor's decision; however, he did not expect for there to be any due to the costs of funding work done through the night hours. Commissioner Kivett then expressed



his discontent with the management of the project overall, making mention of citizen complaints about what appeared to be improperly placed, hazardous construction equipment, excessive and frequent traffic pattern changes, lengthy traffic delays, and slow project progression. Mr. Eason informed the Board that the delays were a result of keeping sections of the road closed to avoid a greater number of traffic pattern changes, which lessened the chances of accidents and confusion. Commissioner Kivett then informed Mr. Eason of a complaint made by Immanuel Baptist Church regarding the utilities and additional power pole on the property NCDOT purchased from the church (versus underground as promised). Mr. Kivett noted that he had previously spoken with NCDOT officials and asked Mr. Eason to pass along the concerns beyond Division 3. Mr. Eason stated he understood the issue and options were still being discussed, and he would relay the concerns.

Susan Tucker asked to be permitted to make a public comment. After deliberating, the Board agreed to allow Ms. Tucker to speak and the following comments were made:

Susan Tucker: We tried to work with the County commissioners. I talked with Keith (Eason), and he's been very nice about DOT. I've sent emails to several of you and to the Governor, notifying them that we have had the run-around in Sampson County for three years. It looks horrible out on [Highway] 24. I wouldn't let anyone work in my yard and leave it the way we let Clinton look. [Highway] 24 is the only road in Clinton that has got two box stores, the post office, all the restaurants, and we just ride by and say bring your trash out here, leave your piles out here, let the grass grow. DOT is supposed to contract the men that work out there. You do that, but there should be some supervision. If you make a mess, you clean it up. Don't leave our town looking like a war zone. And I think the County commissioners and the City Council and the Mayor, and the County Manager should all be mad. And don't sit here and thank him for all you do because we're paying for it, and we're living in it. Somebody needs to do something. And the other gripe is about a stoplight. Why would you take a stoplight down from Lowes and the post office and put one at Airport Road? I sat on Airport Road this afternoon and counted four cars. Did anybody from DOT like that? To not be able to get out of Lowes and the post office but got a stoplight at Airport Road? It just seems to me that this thing is just being slipped under the carpet. Anything they want to do is fine. And you all are the elected officials and should be taking more of an active role in seeing it is finished and that our town is cleaned up.

Commissioner Kivett stated that the Board had similar concerns, and informed Ms. Tucker that the Board was limited in what it could do in NCDOT projects. He concluded by noting that the issues would need to be addressed with NCDOT.

### **Item 1: Reports and Presentations**

Recognition of Retirees Service plaques were presented to retirees Kenneth Cannady and James Hinnant. Retiree Cathy McDaniel was not present to receive her service plaque.

### **Item 2: Planning & Zoning Items**

RZ-6-18-1 The Chairman called the hearing to order and acknowledged Senior Planner Anita Lane, who reviewed a request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial, and the associated findings of fact. The Chairman opened the floor for public comments, and none were received. The Chairman closed the hearing. The Chairman inquired if the adjoining property owners had been made aware of the new public hearing date since the request was tabled at the July 9, 2018 meeting. County Attorney Joel Starling and Ms. Lane assured the Board that the adjoining property owners were notified by mail on July 13<sup>th</sup> and 20<sup>th</sup>. For future clarification, the Chairman reiterated the importance of having all property owners appropriately notified of all Planning Board meetings and commissioners meetings, so that the Board, Planning Board, and all property owners will have the same information and opportunity to speak prior to Board action. Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial, accepting the provided findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment RZ-6-18-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.*

### **Item 3: Action Items**

Request for Adoption of Resolution Supporting Renewed Efforts to Ratify the ERA The Chairman acknowledged Ms. Barbara Bozeman, Vice President of Business and Professional Women of NC, who appeared before the Board on behalf of WIN 100 (a grassroots organization made up of members from ERA-NC, the League of Women Voters, Business and Professional Women of NC, etc.) to seek Board support for their efforts to have the Equal Rights Amendment (ERA) ratified into law. Ms. Bozeman noted that 37 states had already ratified the ERA and that North Carolina is one of the states that did not officially support ratification. Ms. Bozeman noted that Sampson is the first county to afford her the opportunity to make a presentation, however, sixteen other municipalities had already adopted the resolution.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to table the item to the next Board meeting to allow all Board members the opportunity to further review the item and to vote, including Commissioner Parker who was absent from this meeting.

Public Works – Request to Initiate Customer Recruitment in Designated Areas of Water District II Public Works Director Lin Reynolds provided the Board with an update on the waterline recruitment plan, which is an 8-stage plan that proposes the addition of new roads to the current water system. Mr. Reynolds noted that since the Public Works “summit” on September 19, 2017, he and his staff had spent time riding the roads of the County to identify which areas would be more economically feasible to develop than others. Upon completing the first two stages of the plan, there were seven roads reviewed, with the following three roads qualifying to be presented to the Board: Wellie Lane, Lee Road, and Bullard Pit. Mr. Reynolds noted that the project proposal is dependent upon whether the minimum required number of customers for each road sign a contract and pay the deposit (50% of the tap fee of \$500-\$600, depending upon the size of the tap). Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve roads for recruitment and line installation if minimum customer recruitment is achieved.

Appointment – Economic Development Commission Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Jerry Hobbs to the Economic Development Commission.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint Pat Nobles to the Economic Development Commission.

Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Hugh Carr to the Economic Development Commission.

Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to appoint Richard Chancey to the Economic Development Commission.

Appointment – Convention and Visitors Bureau Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Roland Hall to the Convention and Visitors Bureau.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Julie Stadig as Chairperson of the Convention and Visitors Bureau.

**Item 4: Consent Agenda**

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the July 9, 2018 meeting
- b. Adopted a resolution honoring retiring NC House of Representative member Larry M. Bell, Sr. (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Approved the contracts for legal services between Sampson County (Department of Social Services) and Warrick, Bradshaw & Lockamy, PA; and Tiffany Naylor (Copies filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved the contract for temporary social work staffing between Sampson County (Department of Social Services) and Vanguard Professional Staffing, Inc. (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Approved the request from the Sheriff’s Office to declare a Winchester 270 Rifle (G1530362) and a Parker 308 Rifle (R3989) as surplus and allow trade in for vendor credit (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- f. Adopted the Sampson County Emergency Services Health Insurance and Portability and Accountability Act (HIPAA) Breach Policy (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- g. Approved tax refunds and releases as submitted:

#8643	Donald Norman Ringley	\$160.98
#8627	April Ceona Rich	\$225.49
#8634	5 Girls Produce LLC	\$270.47
#8648	Bryan Martin Kimbro	\$157.22
#8616	Henry Elliott Moore, Jr.	\$1,053.50
#8523	Kosterman Chiropractic Center, P.A.	\$3,546.65

- h. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		<u>Sheriff’s</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
11243100	555000	Capital Outlay – Other Equipment	\$3,100.00		
<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>	
11034310	402603	Federal Asset Funds	\$3,100.00		



<b><u>EXPENDITURE</u></b>		<u>Sheriff's</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	555000	C.O. – Other Equipment	\$27,500.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	402603	Federal Asset Funds	<u>\$27,000.00</u>	
<b><u>EXPENDITURE</u></b>		<u>Sheriff's</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	526201	Dept. Supplies - CD	\$15,620.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403631	State Substance Abuse Tax	\$15,620.00	
<b><u>EXPENDITURE</u></b>		<u>Sampson Soil &amp; Water</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	526201	Departmental Supplies – Equipment	\$500.00	
28349610	529900	Misc Expense	\$500.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$1,000.00	
<b><u>EXPENDITURE</u></b>		<u>SHJP</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02549580	526200	Dept Supplies	\$1,222.00	
02549580	526201	Dept Supplies Equipment	\$1,718.00	
02549580	531100	Travel	\$82.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02034958	409900	Fund Balance Appropriated	\$3,022.00	
<b><u>EXPENDITURE</u></b>		<u>Emergency Management</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243300	526201	Departmental Supplies Equipment	\$2,315.00	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034330	403674	Fire Prevention Grant	\$2,315.00	
<b><u>EXPENDITURE</u></b>		<u>Social Services</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554710	536030	Special Children State Adoption Fund	\$35,500.00	
13554710	555000	Special Children Capital Outlay-Equip	\$10,000.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535471	409900	Appropriated Fund Balance	\$45,500.00	

<b><u>EXPENDITURE</u></b>				
		<u>Rural Health Grant</u>		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551150	544000	Contract Services	\$70,000.00	
12551150	526201	Department Supplies Equipment	\$5,000.00	
12551150	523900	Medical Supplies	\$38,768.00	
12551150	529700	Lab Supplies	\$1,000.00	
12551150	529702	Lab Services	\$4,000.00	
12551150	531100	Travel	\$2,500.00	
12551150	526200	Departmental Supplies	\$1,496.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535115	404000	State Assistance	\$122,764.00	

- Approved Clinton City Schools Budget Amendments No. 7 (State); No. 1 (Special Revenue); No. 4 (Federal); No. 3 (Federal); No. 8 (State); No. 5 (Local).
- i. (Walk On) Approved the Animal Shelter Cat Adoption Fee Revisions (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- j. (Walk On) Approved the Agreement for School Nursing Services between the Sampson County Health Department and Sampson County Schools (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- k. (Walk On) Scheduled an Economic Development Public Hearing for the September 10, 2018 Meeting

**Item 5: Board of Health Information Items**

The following items were provided for Board information only.

- a. Upcoming Caucus of District 6 Counties for Seat on NCACC Board of Directors

**County Manager’s Reports**

County Manager Ed Causey reminded the Board that he would be the voting delegate for the NCACC Conference (August 23-25, 2018). He noted the Board Information item, explaining that that the Association’s even-numbered Districts would caucus at the 2018 Conference to select who represent each district. He noted that the tradition was that the District 6 counties rotated having a member serve on the Association Board and that it was Sampson County’s turn. He volunteered himself to

caucus for the Board if they so inclined. After discussion, Commissioner Kivett agreed to serve if appointed in the caucus.

## **Public Comments**

The Chairman opened the floor for comments and the following were received:

William Carter: I live on Cartertown Road, 300 feet from where I was born and raised. And I came to see if I could talk to the people of Sampson County about getting the road paved. There's a lot of people in this county that roads are in pitiful shape, that need a lot of paving. The road was paved in 1980 or 1981. My mother rode a mule and wagon with me on it to get people to sign it back in the 50's. And the State took it over. I walked a mile and one-half one way every morning to meet the school bus I think for 10 years. Along with my brother. I'm the oldest of 12 children. I live on Cartertown now and the young man told me I don't have but five minutes. I can understand the things that go on in the county and that you have a lot to put up with, and the agony and stuff. But when I see a road like Moseley Avenue - one mile on the other side of our road - with 14 houses on it. They have paved a mile and one-half down to Boney Mill Road. There are 14 residents on that road. I live on a 3-mile stretch of road, three miles long. Tony Rackley has a shop on it, and there's a church on that road. There are 174 residents on three miles of road. And our road is beat all to pieces. There's a young lady up there and she has done a little bit of work and she has been a real nice lady. This don't need 3-4 years attention to it and then put a little rock on it and a little tar. The road is beat all to pieces. It's got sink holes in it. It was paved with about two inches of pavement. And now it's gone. It's beat up. It's like we're riding on a dirt road. And the trucks beat it up. If there is an accident on Hwy 24 or somewhere, the re-route traffic down Cartertown Road. I don't understand how they paved a road last year that has 14 houses on it. In 1976 and 1977, when I was trying to get Cartertown Road paved the first time, there was three houses on Ebenezer Forest Road. They paved seven miles and there were three houses on it and they paved that road ahead of ours. It is disappointing to see a road with 14 houses on it get paved before a road with 174 residences on it, like Cartertown Road.

The Chairman told Mr. Carter that the Board had received his concern. He cautioned that the County had no control over the decisions on roadwork, but would communicate with NCDOT regarding the concern.

## **Closed Session**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to go into Closed Session pursuant to G.S. 143-318.11(3) for consultation with the County Attorney. In Closed Session, County Attorney Joel Starling provided information regarding the ongoing and unsuccessful

negotiations with the Parker family for avigation easements and the need to consider condemnation actions to resolve the matter. Upon a motion made by Chairman Wooten and seconded by Commissioner Godwin, the Board voted unanimously to come out of Closed Session. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to the Resolution Authorizing Condemnation Action to Acquire Certain Real Property (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

### **Adjournment**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to adjourn.

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board



Sampson County Department of Aging  
405 County Complex Road  
Clinton, NC 28328  
(P) 910-592-4653 (F) 910-590-2142

Lorie Sutton, Director

**Memorandum:**

TO: Ed Causey, County Manager  
Susan Holder, Assistant County Manager

FROM: Lorie Sutton, Aging Director Services

DATE: August 10, 2018

RE: Request for public hearing on October 1, 2018 – FY 2020 CTP Grants

The FY 2020 Community Transportation Program call for projects, from North Carolina Department of Transportation, has been posted. We will begin working on the grant applications that help fund our transportation system.

We are requesting permission from the Board of Commissioners to hold a public hearing on October 1, 2018, during the regular scheduled commissioner's meeting. We will be requesting funding for administrative, operational and capital grants during this meeting.

Please let me know if you have any questions.

Thank you.

/ls

## High School Emergency Medical Technician Program Memorandum of Understanding (MOU)

This Memorandum of Understanding is being made and entered into between Clinton City Schools Career & Technical Education (hereinafter "CCS CTE") and participating High School, Clinton High School, and local EMS system, Sampson County EMS. All parties agree that the consideration exchanged herein is sufficient and all parties agree to the following statements, terms, and conditions.

### **PURPOSE**

CCS CTE supports the vision of work-based learning program designed to give students experiences in a career field of his/her choosing. The *Emergency Medical Technician Program* is offered to support an emerging workforce for preliminarily trained volunteer and career first responders and EMT's within Sampson County and the surrounding regions. In addition to workplace skills and knowledge, the program is designed to help students obtain industry recognized certifications and to provide resources to assist high school students in making informed decisions about future career paths.

### **KEY PARTNERS**

North Carolina Department of Public Instruction  
North Carolina Fire and Rescue Commission  
Clinton City Schools Career and Technical Education Department  
Clinton High School  
Sampson County EMS

### **RESPONSIBILITIES**

#### **Clinton City Schools' CTE Department/Clinton High School:**

- Provide an Instructor who is qualified as an EMT Instructor and possesses current certifications with the NC Office of Emergency Medical Services.
- Provide appropriate instructional facilities.
- Provide the necessary instructional materials, supplies, and equipment within budgeted allotments.
- Follow policies as required by the NC Fire and Rescue Commission for testing and accountability procedures/reporting to support certification processes within safe and feasible parameters.
- Follow the Essential Standards as outlined by the NC Department of Public Instruction blueprint for Public Safety I and Emergency Medical Technician I & II within safe and feasible parameters.
- Provide appropriate liability insurance that will cover participating instructor(s) and students. *(Students who participate in the Emergency Medical Technician Program are recommended to maintain and have in effect medical, health, or accident insurance coverage. Clinton City Schools provides liability coverage to protect the participating agency in case the student causes a liability issue. Clinton City Schools also provides limited additional coverage for CTE student injury as a result of participating in the work-based learning programs. Any accidents resulting from participation at a work-based learning activity must be reported per the agencies' procedures AND the schools' incident report procedures.)*
- Ensure program compliance for participating students through understanding all of the rules and regulations for work-based learning to include Attendance and Grading Policies; Clinton City Schools Code of Conduct; and Maintaining Safety Standards.

- Provide transportation as needed while enrolled in and participating in the Program.
- The High School Emergency Medical Technician Instructor will be responsible for ongoing communication with the sponsoring EMS Department as to requests for temporary usage of the station's equipment, onsite facilities, and/or acquired structures for training purposes. *(Instructor will request in advance to allow for reasonable time as noted by the EMS Departments representatives.)*
- Return all of sponsoring EMS Department equipment in the same working order as was delivered. *(If any equipment is damaged due to negligence while being used by the high school students, Clinton City Schools and the EMS Department will appraise the damages and determine repair costs.)*
- The CTE Director, the high school Career Development Coordinator, Guidance Counselors, College Advisors, and the Instructor will promote to students and their parents, options for Public Safety/Emergency Medical Technician courses of study as offered at the local community college upon and/or near the participating student's graduation year.

**Sampson County EMS:**

- Provide technical expertise to the participating high school and Emergency Medical Technician Instructor through a designated contact person(s).
- Ensure that representatives who will be involved in an ongoing basis at the school site are employees of Sampson County EMS which have gone through the appropriate screening processes.
- If requested by High School Emergency Medical Technician Instructor in need of temporary equipment for practical training, to ensure that the equipment is in a status ready state.
- Provide training to High School Emergency Medical Technician Instructor as needed to be familiar with safety and operating procedures associated with equipment.
- Provide ongoing communication with High School Emergency Medical Technician Instructor as to any potential damage to equipment while being used by participating high school students.
- Support occasional access to acquired structures throughout the calendar year as deemed safe and appropriate for high school students to train for practical applications.
- Coordinate with the High School Emergency Medical Technician Instructor any necessary permissions or documentation needed for students to participate in program activities.
- Follow Clinton City Schools guidelines under the Family Education Rights and Privacy Act (FERPA) as to consent of release of student information to verify training records.
- *If an unpaid internship is available for selected graduating seniors enrolled in Emergency Medical Technician II course, the sponsoring EMS Department would not be in violation of the Fair Labor Standards Act by participating in the Program as long as the following criteria are met: the training is similar to that which would be given in a vocational school, the training is for the benefit of the students, the students do not displace regular employees, the employer that provides the training derives no immediate advantages from the activities of the trainees or students, the students are not necessarily entitled to a job at the conclusion of the training period, and the employer and student understand that students are not entitled to wages for the time spent training.*

**MODIFICATION and TERMINATION**

This continual Agreement will be reviewed on an annual basis. Except as otherwise provided in this Agreement, this Agreement shall not be amended, changed, modified, or altered except by written

agreement of the parties by giving 90 calendar days advance notice. Such notification shall state the effective date of termination or cancellation.

All parties acknowledge and stipulate that this Agreement is the product of a mutual partnership between all parties and that it has been drafted and reviewed by counsel for all parties.

Effective dates and signatures:

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*Signature, CCS Superintendent* *Date*

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*Signature, CCS Assistant Superintendent* *Date*

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*Signature, Sampson Co. EMS Director* *Date*

*Kristy Moore* *June 8 2018*

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*Signature, CCS CTE Director* *Date*



SAMPSON COUNTY  
AGRI-EXPOSITION  
C E N T E R

1 August 2018

TO: Sampson County Board of Commissioners  
Ed Causey, County Manager  
Susan Holder, Assistant County Manager  
David Clack, Chief Financial Officer

FROM: Ray Jordan, Executive Director 

SUBJECT: Destroying Old Files

Please accept this request for approval to destroy the following old files.

- A. Rental Contracts/Lease Agreements with Clients for the following years:  
2012-2013
- B. Paid Invoice Files for the following years: 2012-2013
- C. Sampson CenterStage Invoices and Documents: 2012-2013

The exception to what would be destroyed includes records concerning the following information: Fire Marshall Inspections, Fire Alarm Inspections, HVAC-Maintenance Records and information relating to the history of the facility and of the Sampson CenterStage Performing Arts Series.

This would leave the following files on hand: 2013-2014 to our current year or five years of past fiscal years as well as our current year. (Please note that Lease Agreements for the years beginning 2003 are stored on computer and will not be destroyed.)

# COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS  
827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328  
(910) 592-0188 • Fax No. (910) 592-7242



L.E. Reynolds, P.E.  
Public Works Director

**TO:** SAMPSON COUNTY BOARD OF COMMISSIONERS  
**FROM:** L. E. REYNOLDS, PUBLIC WORKS DIRECTOR  
**SUBJECT:** DISPOSAL OF RECORDS  
**DATE:** 8/20/2018  
**CC:**

*25/ML*

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Pursuant to the County's Records Retention and Disposition Policy, the Public Works Department is requesting approval to dispose of the records referenced below.

- |                          |             |
|--------------------------|-------------|
| 1. Daily Reports         | 2014 – 2015 |
| 2. Bill Tab Receipts     | 2014 – 2015 |
| 3. Bill Register Reports | 2013 – 2015 |
| 4. Meter Reading Reports | 2013 – 2015 |
| 5. Cutoff Reports        | 2013 – 2015 |
| 6. Work Orders           | 2013 – 2015 |

These records will be shredded.

**Contract for School Health Nursing Services  
Between the  
Sampson County Health Department and Clinton City Schools**

This agreement is between the Sampson County Health Department, hereinafter referred to as the "Department" and the Clinton City Schools, hereinafter referred to as the "School" is entered into for the purpose of providing school nursing services to the students of the Clinton City School System.

Whereas both the Department and School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Clinton City Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Sampson County Health Department and Clinton City Schools,"

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

**The Department agrees:**

1. To provide funds not to exceed \$150,000.00 to the School for the purpose of supporting three 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2018-2019 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the School within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

**The School agrees:**

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2018.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting three 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2018-2019 school year.
3. To comply with assurances in Attachment I (Need to sign and return with the agreement.)
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.

- 6. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department of the School.
- 7. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
- 8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing the North Carolina Board of Nursing.
- 9. To provide supervision within the School consistent with the annual Memorandum of Agreement.
- 10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the School but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period July 1, 2018 through June 30, 2019 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon sixty (60) days written notice.

FOR AND ON BEHALF OF:

Wanda Robinson  
Wanda Robinson (Health Director)

Date: 6/18/2018

FOR AND ON BEHALF OF:

L. Stewart Hobbs, Jr.  
L. Stewart Hobbs, Jr., Ed. D. (Interim Superintendent)

Date: 7/09/18

(This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.)

\_\_\_\_\_  
David Clack  
Sampson County Finance Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Edwin W. Causey  
County Manager

Date: \_\_\_\_\_

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

\_\_\_\_\_ (Chair County Commissioners)

Date: \_\_\_\_\_

**Attachment 1**

**ASSURANCES**

(To be initiated by Superintendent of Local Education Agency or other School CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

ASH

Assure that school nurses will be allowed to participate in required trainings.

ASH



**Attachment II**

**Scope of Work**

**I. Purpose:**

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children’s health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

**II. Scope of Work and Deliverables:**

**The School shall, for approximately 3,100 students:**

1. Employee 3 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Clinton City Schools	3

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.

A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:

- a) Preventing and responding to communicable disease outbreaks;
- b) Developing and implementing plans for emergency medical assistance for students and staff;
- c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
- d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this services;
- e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
- f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, etc.

And, as required by HB 200 SL 2011-145 Section 10.22 (b)—School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
  - h) Provide health education to students, staff, and parents;
  - i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
  - j) Support healthy food services programs;
  - k) Promote health physical education, sports policies, and practices;
  - l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
  - m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
  - n) Provide health education and counseling and promote health activities and a healthy environment for school staff;
  - o) Be available to assist the county health department during a public health emergency.
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

**As a result of this contract, the following outputs shall be attained:**

- 3 nationally certified school nurse(s) or registered nurse(s) to work full time to service 3,100 students.
- An annual Work Plan to provide basic health services.

**III. Performance Measures/Reporting Requirements:**  
**The School shall:**

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within four (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or The Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving

education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.

11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

**The short-term and/or interim outcomes of this contract are:**

- A. Reduce the nurse to student ration in City Schools from 1/775 to 1/750.
- B. Improve access to basic health services for 100% of students served.

**IV. Performance Monitoring and Quality Assurance:**

**A. The School shall adhere to the following service quality measures for this contract:**

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.

3. Services are provided in a culturally sensitive manner.

**B. This contract will be monitored according to the following plan:**

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

**V. Funding Guidelines or Restrictions:**

The School shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The School shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the School without prior approval of the DPH contract administrator.



**Attachment III**

**BUDGET**

**SNFI Contract Budget**

**I. SALARIES**

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1					
2. Nurse 2					
3. Nurse 3					
<b>TOTAL SALARY PAID BY CONTRACT</b>					

\*List VACANT if position not filled at the time of this report.

**II. FRINGE**

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1.Nurse 1				
2.Nurse 2				
3.Nurse 3				
<b>TOTAL FRINGE PAID BY CONTRACT</b>				<b>\$</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

**III. Other**

<b>STAFF TRAVEL</b>				
<b>In-State</b>		<b>Total miles</b>	<b>Cost per mile</b>	<b>Total Cost</b>
In-state Mileage				
		<b>Number of nights</b>	<b>Cost per night</b>	<b>Total</b>
In-state Lodging				
	<b># of breakfasts</b>	<b>3 of lunches</b>	<b>3 of dinners</b>	<b>Total Cost (State Rate)</b>
State funded Meals, Instate				
Conference Registration				
<b>TRAINING PAID BY CONTRACT</b> (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)				
<b>CONTRACT TOAL AMOUNT</b>				

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

**AMENDMENT TO CONTRACT FOR  
SOLID WASTE & RECYCLABLES  
COLLECTION SERVICE IN  
SAMPSON COUNTY**

**THIS AMENDMENT TO CONTRACT FOR SOLID WASTE & RECYCLABLES COLLECTION SERVICE IN SAMMPSON COUNTY** (the “Amendment”) is made and entered into as of the later of the signature dates set forth below by and between Sampson County, North Carolina (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina, and Waste Industries, LLC (the “Company”), a North Carolina limited liability company with its principal place of business located in Wake County, North Carolina.

**RECITALS**

A. On December 1, 2004, the County and the Company entered into a Contract for Solid Waste & Recyclables Collection (together with all amendments thereto, the “Contract”).

B. The initial term of the Contract expired on November 30, 2009; however, the term of the Contract has been extended on two prior occasions such that the Contract is currently set to expire on October 31, 2018.

C. The County is in the process of evaluating its options relative to solid waste and recyclables collection, and the parties wish to further extend the term of the Contract for two additional months in order to give the County additional time to explore its options.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties incorporate the Recitals set forth above and agree as follows:

1. The contract term set forth in Section 3 of the Contract is hereby extended through December 31, 2018.

2. Except as specifically modified herein, the Contract, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed and delivered on behalf of the County and the Company by their duly-authorized representatives as of the later of the signature dates set forth below.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

**SAMPSON COUNTY**

By: \_\_\_\_\_  
CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commissioners

**WASTE INDUSTRIES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sampson County Department of Aging  
405 County Complex Road  
Clinton, NC 28328  
(P) 910-592-4653 (F) 910-590-2142

Lorie Sutton, Director

Memorandum

TO: Ed Causey, County Manager  
Susan Holder, Assistant County Manager, Clerk to the Board

FROM: Lorie Sutton, Aging/Transportation Director

DATE: August 22, 2018

RE: FY 18-19 Home & Community Block Grant Budget – Revision#1

We received our final allocation for the State and Federal share of the FY18-19 Home and Community Block Grant Funding; we received an increase of \$11,082.00 over last fiscal year, with an additional \$1,486.00 in USDA Nutrition Service Incentive Program funding.

No additional county funding will be necessary; the county funding covers the match requirement.

Attached is the DOA-732 - County Funding Plan that needs to be signed by the Finance Officer and the Chairman. Also attached, is a copy of the budget amendment that has been forward to the Finance Officer. This budget amendment will align the county budget and state funding plan.

Please let me know if you have questions or concerns.

Thank you.

/ls

Attachment: DOA-732



NAME AND ADDRESS  
 COMMUNITY SERVICE PROVIDER  
 Sampson County Dept of Aging  
 405 County Complex Rd, Suite 140  
 Clinton, NC 28328

Home and Community Care Block Grant for Older Adults  
 County Funding Plan  
 Provider Services Summary

DOA-732 (Rev. 2/14)  
 County Sampson  
 July 1, 2018 through June 30, 2019  
 REVISION # 1, DATE : 8/1/2018

Services	Ser. Delivery (Check One)		Block Grant Funding			B Required Local Match	C Net* Serv Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purch.	Access	In-Home	Other								
Adult Day Health Care	X			83421		9269	92690		92690	2,317	\$ 40.00		15
In-Home Aide	X			79281		8809	88090		88090	5,920	\$ 14.88		12
Home Improvements	X			92000		10222	102222		102222				68
Senior Center	X				44820	4980	49800		49800				125
Transportation	X		34926			3881	38807		38807	3,881	\$ 10.00		25
Information & Assist	X		19042			2116	21158		21158			1500	
Congregate Meals	X			85198		9466	94664	16,473	111,137	21,964	\$ 4.31		142
Home Delivered Meals	X			138350		15371	153722	24,375	178,097	32,499	\$ 4.73		162
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
						0	0		0				
<b>Total</b>			53968	254702	268368	577038	641153	40,847	682,000	66,581	///////	2049	0

\*Adult Day Care & Adult Day Health Care Net Service Cost

ADC	
ADHC	40.00
Daily Care	
Transportation	
Administrative	
Net Ser. Cost Total	40.00

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously  
 with Block Grant Funding.

*Rain B Sutton*  
 Authorized Signature, Title  
 Community Service Provider  
 Date  
 9/10/2018

Signature, County Finance Officer

Signature, Chairman, Board of Commissioners

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

August 1, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the AGING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	Senior Center - Department Supplies	\$ 234.00	
02558680-532100	Senior Center - Telephone & Postage	\$ 408.00	
02558680-544000	Senior Center - Contracted Services	\$ 3,343.00	
02558800-522100	Nutrition - Food & Provisions	\$ 2,196.00	
02558800-526200	Nutrition - Departmental Supplies	\$ 3,000.00	
02558800-596000	Nutrition - Transfer to SAT	\$ 4,528.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-403601	Senior Center - State Grant - Mid-Carolina	\$ 3,985.00	
02035880-403601	Nutrition - State Grant - Mid-Carolina	\$ 8,238.00	
02035880-402300	Nutrition - USDA Fed/State School Lunch	\$ 1,486.00	

2. Reason(s) for the above request is/are as follows:

To budget for the Home and Community Block Grant increase received. The funding will purchase additional Home Delivered Meals, supplies for the sites, fax line, and additional trips.

*Lorie B Sutton*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE *of the* COUNTY ATTORNEY

**MEMORANDUM**

---

**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** September 3, 2018  
**RE:** Agenda Item for the September 10, 2018 Board of Commissioners' Meeting

---

Sampson County owns two lots totaling 1.12 acres located on Douglas Avenue in Roseboro, North Carolina. The property, which is the site of the old Roseboro Elementary School, was conveyed to Sampson County by the Sampson County Board of Education on July 7, 2004. According to the Sampson County Fire Marshall, the building located on the property constitutes a fire hazard and needs to be demolished. The Sampson County Board of Education has indicated that, if the County will convey the property back to the Board, the Board of Education will arrange to have the building torn down.

Due to the fact that this would be a transfer to another governmental unit pursuant to N.C. Gen. Stat. § 160A-274, no advertisement of the proposed conveyance or other procedures are required.

Materials:

1. Letter from Sampson County Board of Education Attorney, Benjamin L. Wright, dated June 5, 2018;
2. Quitclaim deed from the Sampson County Board of Education to Sampson County recorded July 7, 2004;
3. Sampson County GIS Information for the real property to be conveyed;
4. Resolution authorizing the conveyance of real property to the Sampson County Board of Education.

**BENJAMIN LEE WRIGHT**

ATTORNEY AT LAW  
600 COLLEGE STREET  
P O. BOX 143  
CLINTON, NORTH CAROLINA  
28328

FAX  
(910) 592-6688

TELEPHONE  
(910) 592-3111

June 5, 2018

W. Joel Starling  
Attorney at Law  
401 College Street  
Clinton, NC 28328

Re: Sampson County Board of Education

Dear Joel:

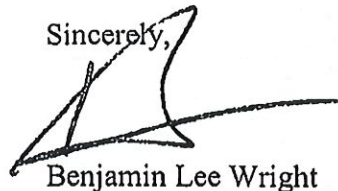
Enclosed you will find a copy of the deed that I prepared in 2004 to convey lots numbers 9 and 10 as shown on the J.S. Owen Home place map recorded in Book 1, Page 90 of the Sampson County Registry. Recently, Mark Hammond, the Director of Plant Operations for the Board of Education was contacted and told that the building on this land needed to be torn down because it was a fire hazard. Mark told the Fire Marshall that the Board of Education did not own the building. Mark did some research and the Deed that I have enclosed a copy of indicates that it was in fact, conveyed in 2004. I believe it was used for collateral for some of the buildings that were being built for the school system.

Mark has indicated to me that the Board of Education will be happy to accept the property back and do the demolition that is necessary to satisfy the Fire Marshall if the County conveys the property back to the Board of Education. I do not know whether this would adversely affect any of the loan documents used for collateral when the financing of the new schools took place back in 2004.

Please prepare a Deed and have the County do the conveyance if your Board approves the conveyance back to the Board of Education.

Thank you for your assistance in this matter.

Sincerely,



Benjamin Lee Wright

BLW/blr  
Enclosures



Filed for registration on the 7<sup>th</sup> day of July 2004  
at 4:31 o'clock P.M and registered in the office of the Register  
of Deeds of Sampson County on the 7<sup>th</sup> day of July  
2004 in Book No. 1547 Page No. 699  
MAE H. TROUBLEFIELD  
Register of Deeds  
By: Donna Smith, Deputy

MAIL AFTER RECORDING TO: Ted B. Lockerman  
Attorney for Sampson County  
Post Office Box 27  
Clinton, NC 28329

NORTH CAROLINA  
SAMPSON COUNTY QUITCLAIM DEED

**THIS DEED**, made this 7th day of June, 2004 by and between **THE SAMPSON COUNTY BOARD OF EDUCATION**, a North Carolina body politic of Sampson County, North Carolina, party of the first part, and **SAMPSON COUNTY**, a North Carolina body politic of Sampson County, North Carolina, party of the second part;

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00), together with other good and valuable consideration to it paid by the said party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the said party of the second part, its successors and assigns, and pursuant to *North Carolina General Statute Section 115C-518(a) and Article IX, Section 7 of the State Constitution*, all that certain tract or parcel of land lying and being in the County of Sampson, State of North Carolina, and more particularly described as follows:

**BEING** in the Town of Roseboro, NC and being Lots Nos. 9 & 10 in the plat of that part of Roseboro, NC made by G. B. Cooper for B. R. Butler, June 22, 1911, and known as the J. S. Owen Home Place, as shown on that certain Map recorded in Map Book 1, at Page 91 in the Office of the Register of Deeds of Sampson County, North Carolina, said 2 lots fronting on Douglas Avenue for a distance of 141 feet and containing 2 lots in the parcel, more or less, together with all appurtenances thereto belonging. For further references, see Deed Book 290, at Page 229, Deed Book 334, at Page 41, Deed Book 354, at Page 546, Deed Book 367, at Page 12, Deed Book 384, at Page 274, Deed Book 398, at Page 92, and Plat Book 1, at Page 91 of the Sampson County Registry.

PREPARED BY:  
BENJAMIN LEE WRIGHT  
ATTORNEY AT LAW  
CLINTON, N. C.

**NO CERTIFICATION AS TO TITLE MADE BY DRAFTSMAN**



TO HAVE AND TO HOLD all privileges thereunto belonging to it the said party of the second part, its successors and assigns free and discharged from all right, title, claim or interest of the said party of the first part or anyone claiming by, through or under it.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

BY: Doris L. Warren (SEAL)  
CHAIRPERSON, DORIS L. WARREN

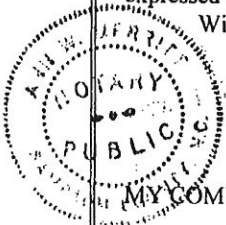
Attested by:

Dr. L. Stewart Hobbs, Jr.  
DR. L. STEWART HOBBS, JR.,  
SECRETARY TO THE BOARD

\*\*\*\*\*  
NORTH CAROLINA  
SAMPSON COUNTY

I, Ann W. Merritt, a Notary Public in and for said County and State do hereby certify that **DR. L. STEWART HOBBS, JR., SECRETARY OF THE SAMPSON COUNTY BOARD OF EDUCATION**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

Witness my hand and notarial seal this the 8th day of June, 2004.



Ann W. Merritt  
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 27, 2004

\*\*\*\*\*  
NORTH CAROLINA  
SAMPSON COUNTY

The foregoing certificate of Ann W. Merritt, Notary Public is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Sampson County, North Carolina in Book 1547, at Page 699.

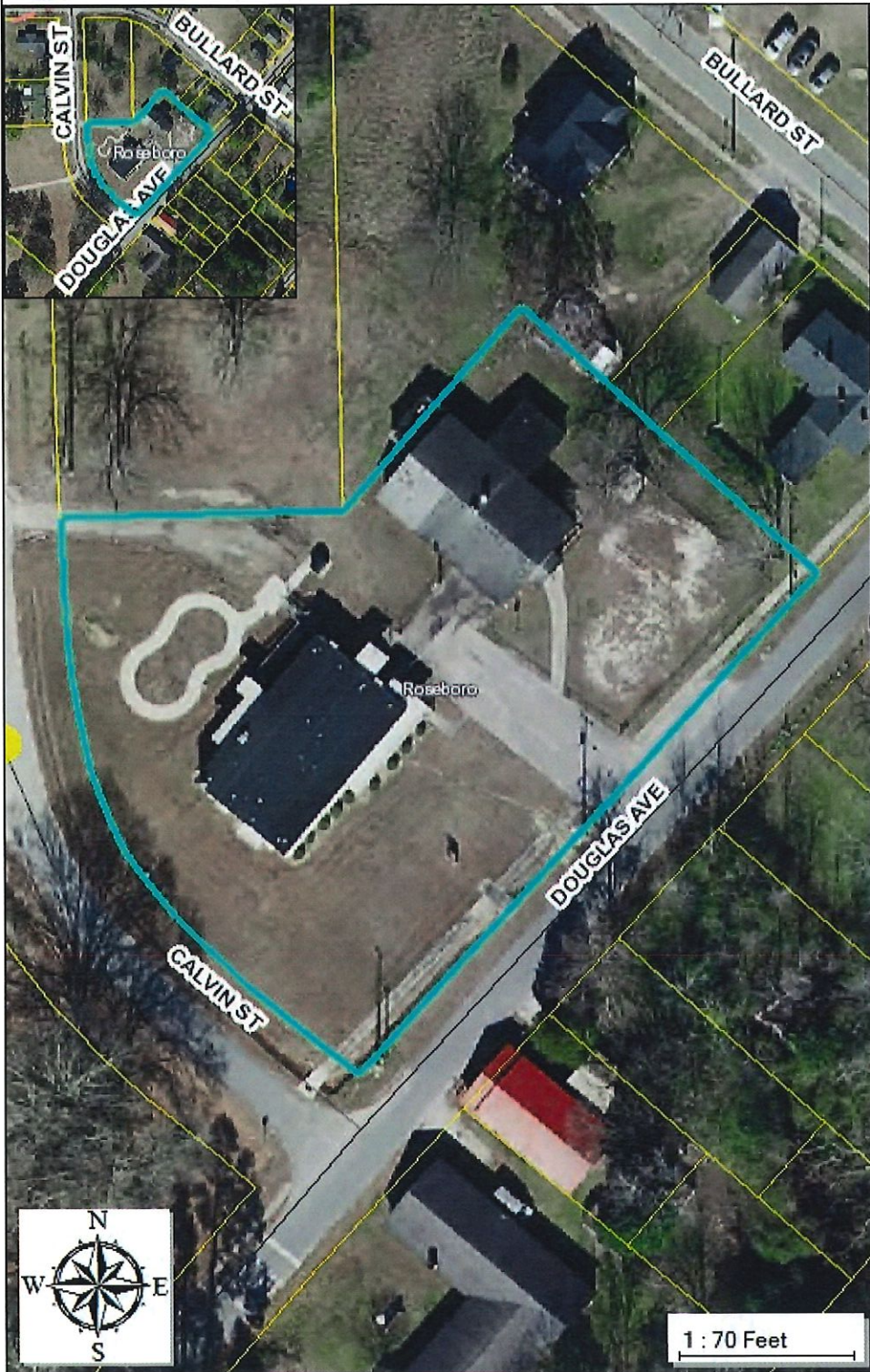
This the 7th day of June, 2004 at 4:31 o'clock p.m.

MAE H. TROUBLEFIELD, REGISTER OF DEEDS

BY: Donna Smith  
DEPUTY REGISTER OF DEEDS

NO CERTIFICATION AS TO TITLE MADE BY DRAFTSMAN

PREPARED BY:  
BENJAMIN LEE WRIGHT  
ATTORNEY AT LAW  
CLINTON, N. C.



Parcels (Yellow)



Centerlines



Sampson County



NC Counties



Primary Roads



US



NC

Municipal Limits





<b><u>PIN</u></b>	<b><u>GEO PIN</u></b>	<b><u>GIS APN</u></b>
08036921001	1443392287	144306230
<b><u>CALC ACRES</u></b>	<b><u>STATUS</u></b>	<b><u>CREATEDBY</u></b>
1.11651928245645	Dashed Parcel	
<b><u>MODIFIEDBY</u></b>	<b><u>PIN 1</u></b>	<b><u>OWNER</u></b>
ODESSEY\lthomas2	08036921001	SAMPSON COUNTY
<b><u>ACREAGE</u></b>	<b><u>TWP CODE</u></b>	<b><u>APN</u></b>
1.12	8	1443.06-39-2287
<b><u>TAX CODE</u></b>	<b><u>BK PG</u></b>	<b><u>CONSIDERATION</u></b>
	1547/699	0
<b><u>DATE RECORDED</u></b>	<b><u>MAP SHEET</u></b>	<b><u>SITE ADDRESS</u></b>
7/7/2004 12:00:00 AM	4 8 4	DOUGLAS AVE
<b><u>SEG TYPE</u></b>	<b><u>APPR SEG VALUE</u></b>	<b><u>LAND TAX DEFERRED</u></b>
LOT	\$14,000	
<b><u>USE DESC</u></b>	<b><u>ASSESSED VALUE</u></b>	<b><u>TOTAL TAX VALUE</u></b>
SCHOOL SCHOOL OPEN SHELTER	248872	0
<b><u>PARCEL CLASS</u></b>	<b><u>STYLE</u></b>	<b><u>YEAR BUILT</u></b>
EXEMPT		
<b><u>HEAT</u></b>	<b><u>SYSTEM</u></b>	<b><u>ROOF</u></b>
<b><u>FOUNDATION</u></b>	<b><u>BEDROOMS</u></b>	<b><u>FULL BATH</u></b>
<b><u>SHAPE Length</u></b>	<b><u>SHAPE Area</u></b>	<b><u>OBJECTID</u></b>
917.234799750604	48635.3854032108	30570
<b><u>OWNER ADDRESS</u></b>	<b><u>OWNER CITY</u></b>	<b><u>OWNER STATE</u></b>
313 ROWAN ROAD	CLINTON	NC
<b><u>OWNER ZIP</u></b>	<b><u>APPRAISED</u></b>	<b><u>CONSTRUCTION</u></b>
28328	\$39,692 \$194,980 \$200	
<b><u>STORY HEIGHT</u></b>	<b><u>LIVING AREA</u></b>	<b><u>TOTAL ROOMS</u></b>
<b><u>HALF BATH</u></b>	<b><u>DEED</u></b>	
	15470699	

We are continually editing our maps to improve accuracy of position and information. This information should not be relied upon by anyone as a determination of the location, ownership, or market value of property. Always refer to the recorded deed for all legal purposes. Use of this web site indicates your acceptance of these terms.

**RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Sampson County Board of Commissioners hereby determines that it is wise and in the public interest to convey to the Sampson County Board of Education without consideration certain real property more particularly described in Book 1547, Page 699, Sampson County Registry, which is currently the property of Sampson County;

**NOW, THEREFORE, BE IT RESOLVED BY THE SAMPSON COUNTY BOARD OF COMMISSIONERS THAT** Clark H. Wooten, Chairman, Sampson County Board of Commissioners is hereby authorized to execute a quitclaim deed conveying a fee simple interest in the above-referenced real property to the Sampson County Board of Education.

**ADOPTED**, this 10th day of September, 2018.

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CLARK H. WOOTEN, Chairman,  
Sampson County Board of Commissioners

**ATTEST:**

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SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commissioners

# Sampson County Assistance Policy For the 2018 Cycle of the Urgent Repair Program

**What is the Urgent Repair Program?** Sampson County has been awarded \$65,000.00 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2018 cycle of the Urgent Repair Program (“URP18”). This program provides funds to assist very-low and low-income households with special needs to address housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as fail elderly and persons with disabilities. A total of 9 households will be assisted under URP18.

This Assistance Policy describes who is eligible to apply for assistance under URP18, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. This policy is designed to be fair, open, and consistent with the NCFHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Other sources of funding to be used in conjunction with the Urgent Repair Program will be Home & Community Block Grant and County Contribution in the amount of \$5,000.00.

**Eligibility** To be eligible for assistance under URP18 applicants

1. must reside with Sampson County. Must own or have documented proof of a life estate and occupy the home in need of repair.
2. must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
3. must have a special need (i.e. be elderly, > 62 years old, a Veteran, handicapped or disabled, a single parent with a dependent living at home, a large family with > 5 household members of a household with a child below the age of six with an elevated blood lead level (between 10µg/dl and 20µg/dl).
4. must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP18 Income Limits

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$11,000	\$18,350
2	\$12,600	\$20,950
3	\$14,150	\$23,550
4	\$15,700	\$26,150
5	\$17,000	\$28,250
6	\$18,250	\$30,350
7	\$19,500	\$32,450
8	\$20,750	\$34,550

**\*Income limits are subject to change based on annually published HUD Home Limits**



**Outreach Efforts of the Urgent Repair Program** Sampson County will put a notice in the local Newspaper Briefs section announcing the URP18 funding. We will also post notices at senior centers throughout the County, and on the County's website.

**Selection of applicants** The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

**Priority Ranking System**

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Disabled, Elderly or Veteran Head of Household (62 or older)	4
Disabled, Elderly, or Veteran Household Member (not Head of Household)	4
Single-Parent Household (with one or more children in the home)	3
Large Family (5 or more permanent residents)	2
Emergency (may submit without regard to application deadlines)	2
Elevated Blood Lead Level Child	2
Households that have applied in previous funding cycles and have not received a loan	3
<i>Income (See Income Table above)</i>	<i>Points</i>
Less than 30% of Statewide Median Income	10
30% to 50% of Statewide Median Income	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP18.

Recipients of assistance under the URP18 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

**The definitions of special needs’ populations under URP18 are:**

- *Elderly:* An individual aged 62 or older.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and evaluated on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family:* A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members

will be used to determine household size and all household members are subject to income verification).

- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household*: A household in which one and only one adult resides with one or more dependent children.
- *Veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- *Child with elevated blood lead level*: a child below the age of six with an elevated blood lead level between 10µg/dl and 20µg/dl.

**Client Referral and Support Services** Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in the County and provide pamphlets and a list of the agencies with contact information. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.

**What is the form of assistance under URP18?** The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.

**What is the amount of the loan?** The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the county's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP18 is \$8,000.

**What kinds of work will be done?** Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the county's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

All work that is completed under URP18 must meet or exceed NC Residential Building Code.

**Who will do the work on the homes?** The County is obligated under URP18 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County will invite bids from a minimum of three contractors. Please request a copy of the County's Procurement and Disbursement Policy for further information.

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

**What are the steps in the process, from application to completion?** Now that you have the information about how to qualify for the Sampson County's URP18, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application form:** Homeowners who wish to apply for assistance must do so by October 1, 2018. Apply by contacting Angela Faircloth at (910) 592-4653. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.
2. **Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 30, 2018. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the nine (9) most qualified applicants will be chosen according to the priority system described above. There will also be a list of three (3) alternates. Applicants not receiving notification that they were chosen by November 16, 2018 may contact Angela Faircloth, at (910) 592-4653 to confirm the disposition of the application.
4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
5. **Work write-up:** The County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.
6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process, and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
7. **Bidding:** The work write-up and bid documents will be mailed to a minimum of three contractors who will be given one week in which to inspect the property and prepare bid proposals. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the Department of Aging office at a specified date and time, with all bidders invited. The Home Repairs Coordinator and at least one more County Employee will be present at the bid opening and information will be recorded.
8. **Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

- 9. Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the amount of \$800 will be included in the loan document.
- 10. Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.
- 11. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP18. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 12. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of Sampson County. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.
- 13. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.
- 14. Post-construction meeting:** Following construction the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.
- 15. Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

**What are the key dates?** If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting September 17, 2018.
- Applications must be completed and turned in to Sampson County Department of Aging by 5:00 PM on October 1, 2018.
- Loans will be made to selected households by January 1, 2019.
- All rehabilitation work must be under contract by June 30, 2019.
- All rehabilitation work must be completed by August 30, 2019.

**How do I request an application?** Just contact:

Angela Faircloth  
Sampson County Department of Aging  
405 County Complex Road; Suite 140 (Building B)  
Clinton, NC 28328  
910-592-4653

**Is there a procedure for dealing with complaints, disputes and appeals?** Although the application process and repair/modification guidelines are meant to be as fair as possible, Sampson County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Lorie Sutton within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and Steven Wilson, Home Repairs Coordinator.
2. The Home Repairs Coordinator will inspect the work in question. If he finds that the work is not being completed according to contract, the Home Repairs Coordinator will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Home Repairs Coordinator and facilitated by the Department of Aging Director.
4. Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.
5. If the Home Repairs Coordinator finds that the work is being completed according to contract, the complaint will be noted and the Home Repairs Coordinator and the homeowner will discuss the concern and the reason for the Home Repairs Coordinator's decision.



**Will the personal information provided remain confidential?** Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

**What about conflicts of interest?** No officer, employee or other public official of the County, or member of the Board of Commissioners, or entity contracting with the county, who exercises any functions or responsibilities with respect to URP16 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board Members and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Board of Commissioners and written permission from NCHFA.

**What about favoritism?** All activities under URP18, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability**

**Who can I contact about URP16?** Any questions regarding any part of this application or program should be addressed to:

Angela Faircloth, Steven Wilson, or Lorie Sutton  
Sampson County Department of Aging  
405 County Completed Rd; Suite 140  
Clinton, NC 28328  
910-592-4653

*These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.*

This Assistance Policy is adopted this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Chairman of Board of Commissioners

\_\_\_\_\_  
Notary Public

**Sampson County**  
**Procurement and Disbursement Policy**  
**URGENT REPAIR PROGRAM**

**PROCUREMENT POLICY**

1. To the maximum extent practical, Sampson County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP).
2. At least three eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

**DISBURSEMENT POLICY**

1. All repair work must be inspected by (a) the County’s Rehabilitation Specialist, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County’s Home Repair Coordinator, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County’s Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Sampson County**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CONTRACTORS STATEMENT:**

I have read and understand the attached Procurement and Disbursement Policy.

BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Dennis W Sutton

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 22, 2018.

Please put on the next Board of Commissioners consent agenda for their action.


700

NCDVA-9 (Rev. 08-09)

For best delivery to USDVA, filing this form with your local Veteran's Service Office is recommended.

13-0977400-01

alb

<b>State of North Carolina</b> <b>Certification for Disabled Veteran's</b> <b>Property Tax Exclusion (G.S. 106-277.1C)</b>		Sampson COUNTY
<b>SECTION 1</b> <b>TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED</b>		
Dennis W Sutton <small>NAME (Print or Type)</small>		Dennis White Sutton <small>DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)</small>
580 Hollingsworth Rd <small>STREET ADDRESS OR P.O. BOX NUMBER</small>		<small>SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)</small>
Mt Olive, NC 28365 <small>CITY STATE ZIP CODE</small>	<small>U.S. DEPT. OF VETERANS AFFAIRS</small>	
		<small>VETERAN'S SOCIAL SECURITY NUMBER</small>
<small>I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition; I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</small>		
<b>SECTION 2</b> <small>Disabled Veteran's Signature</small>		
<small>I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.</small>		
 <small>DISABLED VETERAN'S SIGNATURE</small>		5/29/2018 <small>DATE</small>
<b>SECTION 3</b> <small>Surviving Spouse's (who has not remarried) Signature</small>		
<small>I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.</small>		
<small>SURVIVING SPOUSE'S SIGNATURE</small>		<small>DATE</small>
<b>SECTION 4</b> <small>To be completed by the U.S. Department of Veterans Affairs</small>		
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria.	
	B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>12/61/17</u> .	
	C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.	
	D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death.	
	E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)		<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Honorable Conditions <input type="checkbox"/> Under Other than Honorable Conditions
K. Schilhammer <small>SIGNATURE OF USDVA CERTIFYING OFFICIAL</small>		5/31/18 <small>DATE</small>
K. Schilhammer <small>PRINTED NAME OF USDVA CERTIFYING OFFICIAL</small>		<small>NOTE:</small> Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.
VSCM <small>TITLE OF USDVA CERTIFYING OFFICIAL</small>		

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

06.08.2018 10:51



August 22, 2018

Sampson County Board of Commissioners  
Rowan Road  
Clinton, North Carolina 28328

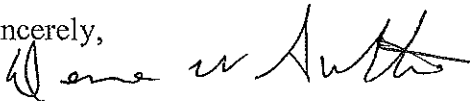
RE: SUTTON, DENNIS W.

Dear Commissioners:

I am Total and Permanently Disabled Veteran Honorably Discharged Veteran that served in the Military during the Vietnam War. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in service. I was awarded benefits with an effective date of December 1, 2017 did not receive the notification letter until May 14, 2018. I made my application for Tax Exclusion on May 29, 2018 and did not received it back from the VA. Mrs. Knowles contacted the VA about the application that had been submitted. The VA indicated it had been mailed but could not produce proof. The Department of Veterans Affairs at Winston-Salem, NC sent Mrs. Knowles a faxed copy of the application we made on May 29, 2018 with the approval signed by the VA. The County Veterans Office in Clinton has worked with me on this application and without their help I would never had known or received the paperwork from the Department of Veterans Affairs to request the Tax Exclusion. I am attaching copies of my application from the DVA and I am requesting you to please accept this application and grant me the Tax Exclusion on my County Property Tax for the year 2018

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,



Dennis W. Sutton  
580 Hollingsworth Road  
Mt. Olive, North Carolina 28365

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Larry E Williams

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 20, 2018.

Please put on the next Board of Commissioners consent agenda for their action.

11-1116050-01

# 1116050

018

NCDVA-9 (Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

Sampson COUNTY

State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED

Larry E. Williams

NAME (Print or Type)

Larry Cresta Williams

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

380 E. Barefoot Rd

STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(if Applicable)

Newton Grove NC 28366

CITY STATE ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition, I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability, as needed for this certification.

[Signature]

DISABLED VETERAN'S SIGNATURE

8-1-2018

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please check all that apply:

- A. [ ] Veteran does not meet either B, C, D, or E of the below criteria.
B. [X] Veteran has a service-connected permanent and total disability that existed as of 9/6/07
C. [ ] Veteran received benefits on from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
D. [ ] Veteran died on and had a service-connected permanent and total disability at death.
E. [ ] Veteran died on and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)

- [ ] Honorable
[ ] Under Other than Honorable Conditions
[ ] Under Honorable Conditions

[Signature]

SIGNATURE OF USDVA CERTIFYING OFFICIAL

8/10/18

DATE

B Schillhammer

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

VSCM
TITLE OF USDVA CERTIFYING OFFICIAL

NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

August 20, 2018

Sampson County Board of Commissioners  
Clinton, North Carolina 28328

RE: Larry Williams  
Disabled Veteran

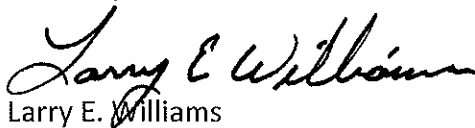
Dear Commissioners:

I am an Honorably Discharged Veteran, service connected at 100% since 9/6/2007. I did not realize that I was entitle to property tax exclusion. I was recently made aware of this benefit and had the appropriate paper sign by the Veterans Administration.

I understand that my request is not within the time frame set, but I am requesting you to please accept this request and grant me the Tax Exclusion on my county property tax.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,



Larry E. Williams

380 E. Barefoot Rd

Newton Grove, NC 28366

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Michael W McLymore

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on July 31, 2018.

Please put on the next Board of Commissioners consent agenda for their action.



#193421 07-0537240-01

703

NCDVA-9  
(Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

POA 143  
Samson  
COUNTY

State of North Carolina  
Certification for Disabled Veteran's  
Property Tax Exclusion (G.S. 105-277.1C)

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE  
SURVIVING SPOUSE WHO HAS NOT REMARRIED

Michael W McLymore  
NAME (Print or Type)

Michael Wayne McLymore  
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

11439 Garland Hwy  
STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)  
(If Applicable)

Clinton, NC 28328  
CITY STATE ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability, as needed for this certification.

Michael W McLymore  
DISABLED VETERAN'S SIGNATURE

6/20/18  
DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please check all that apply:

- A.  Veteran does not meet either B, C, D, or E of the below criteria.
- B.  Veteran has a service-connected permanent and total disability that existed as of 1/11/16
- C.  Veteran received benefits on \_\_\_\_\_ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
- D.  Veteran died on \_\_\_\_\_ and had a service-connected permanent and total disability at death.
- E.  Veteran died on \_\_\_\_\_ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)

- Honorable
- Under Other than Honorable Conditions
- Under Honorable Conditions

K. Schillhammer  
SIGNATURE OF USDVA CERTIFYING OFFICIAL

6/21/18  
DATE

K Schillhammer  
PRINTED NAME OF USDVA CERTIFYING OFFICIAL

VSCM  
TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:  
Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

I just found out I could get  
the exemption for taxes.

Michael Meyer

7-31-18

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

William O Harris

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 6, 2018.

Please put on the next Board of Commissioners consent agenda for their action.

# 425120

15-0425120-01

703

NCDVA-9 (Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

010

Sampson COUNTY

State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)

SECTION 1

TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED

William O Harris

NAME (Print or Type)

William Ozrie Harris

DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

419 Southwood Dr

STREET ADDRESS OR P.O. BOX NUMBER

Clinton, NC 28328

CITY STATE ZIP CODE

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)

(If Applicable)

U.S. DEPT. OF VETERANS AFFAIRS FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.

SECTION 2

Disabled Veteran's Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

William O. Harris

DISABLED VETERAN'S SIGNATURE

6/25/2018

DATE

SECTION 3

Surviving Spouse's (who has not remarried) Signature

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE

DATE

SECTION 4

To be completed by the U.S. Department of Veterans Affairs

Please check all that apply:

- A. [ ] Veteran does not meet either B, C, D, or E of the below criteria.
B. [X] Veteran has a service-connected permanent and total disability that existed as of 10/2/17.
C. [ ] Veteran received benefits on ... from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
D. [ ] Veteran died on ... and had a service-connected permanent and total disability at death.
E. [ ] Veteran died on ... and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)

[X] Honorable

[ ] Under Other than Honorable Conditions

[ ] Under Honorable Conditions

K. Schillhammer

SIGNATURE OF USDVA CERTIFYING OFFICIAL

7/6/18

DATE

K Schillhammer

PRINTED NAME OF USDVA CERTIFYING OFFICIAL

JSCM

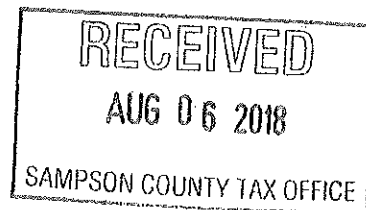
TITLE OF USDVA CERTIFYING OFFICIAL

NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

To Whom may it concern;

I am a disable Veteran. I just found out for 2018 I eligible for the DV exempt  
Please accept this letter for 2018 tax year.

William P. Harris  
Aug 6-2018





Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Dwight D Miller

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 1, 2018.

Please put on the next Board of Commissioners consent agenda for their action.

# 12-0227121-09

# 109678

NCDVA-9  
(Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

	<b>State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)</b>	<u>Sampson</u> COUNTY
--	--	--------------------------

<b>SECTION 1</b>	<b>TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED</b>
------------------	---

<u>Dwight D Miller</u> NAME (Print or Type)	<u>Dwight D. Miller</u> DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
<u>191 Deems Dr.</u> STREET ADDRESS OR P.O. BOX NUMBER	<u>Dwight D. Miller</u> SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <small>(If Available)</small>
<u>Clinton NC 28328</u> CITY STATE ZIP CODE	
	U.S. DEPT. OF VETERANS AFFAIRS <small>FORM 100-1082</small>
	VETERAN'S SOCIAL SECURITY NUMBER

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification *in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.*

<b>SECTION 2</b>	<b>Disabled Veteran's Signature</b>
------------------	-------------------------------------

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

<u>[Signature]</u> DISABLED VETERAN'S SIGNATURE	<u>04-30-2018</u> DATE
--	---------------------------

<b>SECTION 3</b>	<b>Surviving Spouse's (who has not remarried) Signature</b>
------------------	---

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE	DATE
------------------------------	------

<b>SECTION 4</b>	<b>To be completed by the U.S. Department of Veterans Affairs</b>
------------------	---

- Please check all that apply:
- A.  Veteran does not meet either B, C, D, or E of the below criteria.
  - B.  Veteran has a service-connected permanent and total disability that existed as of 12/29/17
  - C.  Veteran received benefits on \_\_\_\_\_ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.
  - D.  Veteran died on \_\_\_\_\_ and had a service-connected permanent and total disability at death.
  - E.  Veteran died on \_\_\_\_\_ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)	<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions
---	---

SIGNATURE OF USDVA CERTIFYING OFFICIAL <u>[Signature]</u>	<u>5/21/18</u> DATE
--	------------------------

PRINTED NAME OF USDVA CERTIFYING OFFICIAL <u>[Signature]</u>	TITLE OF USDVA CERTIFYING OFFICIAL
---	------------------------------------

**NOTE:**  
Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

I Dwight Dean Miller 191 Deems  
Drive, Clinton NC 28328. I did not  
know that I had to bring the  
documents or complete any other  
documents at tax office. I  
was truly unaware!

DOB - June 7, 1962

~~D. Miller~~  
August 01, 2018

Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: August 27, 2018  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1c )

The attached disabled veteran exclusion application was received after June 1, 2018. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Darious G Lassiter

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on August 7, 2018.

Please put on the next Board of Commissioners consent agenda for their action.

2011  
As of 2013 House 168%  
Completed  
17-0598590-01

	<b>State of North Carolina</b> <b>Certification for Disabled Veteran's</b> <b>Property Tax Exclusion (G.S. 105-277.1C)</b>	<u>Samson</u> <b>COUNTY</b>
--	--	--------------------------------

<b>SECTION 1</b>	<b>TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED</b>
------------------	---

NAME (Print or Type) <u>Darius G Lassiter</u>	DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
STREET ADDRESS OR P.O. BOX NUMBER <u>531 K Bryan Rd</u>	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) (If Applicable)
CITY STATE ZIP CODE <u>Magnolia NC 28453</u>	U.S. DEPT. OF VETERANS AFFAIRS FILE NUMBER
VETERAN'S SOCIAL SECURITY NUMBER	

I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification *in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.*

<b>SECTION 2</b>	<b>Disabled Veteran's Signature</b>
------------------	-------------------------------------

I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.

<u>Darius G Lassiter</u> DISABLED VETERAN'S SIGNATURE	_____ DATE
--	---------------

<b>SECTION 3</b>	<b>Surviving Spouse's (who has not remarried) Signature</b>
------------------	---

I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.

_____ SURVIVING SPOUSE'S SIGNATURE	_____ DATE
---------------------------------------	---------------

<b>SECTION 4</b>	<b>To be completed by the U.S. Department of Veterans Affairs</b>
------------------	---

**Please check all that apply:**

A.  Veteran does not meet either B, C, D, or E of the below criteria.

B.  Veteran has a service-connected permanent and total disability that existed as of 8-17-10.

C.  Veteran received benefits on \_\_\_\_\_ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.

D.  Veteran died on \_\_\_\_\_ and had a service-connected permanent and total disability at death.

E.  Veteran died on \_\_\_\_\_ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.

Character of Disabled Veteran's Service at Separation: (DD-214)  Honorable  Under Other than Honorable Conditions  
 Under Honorable Conditions

SIGNATURE OF USDVA CERTIFYING OFFICIAL <u>[Signature]</u>	_____ DATE <u>10-25-12</u>
PRINTED NAME OF USDVA CERTIFYING OFFICIAL <b>CARL PFANZELTER, VSCM</b>	NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.
TITLE OF USDVA CERTIFYING OFFICIAL	

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.



August 7, 2018

Sampson County Board of Commissioners  
Clinton, North Carolina 28328

RE: Darious Lassiter  
Disabled Veteran

Dear Commissioners:

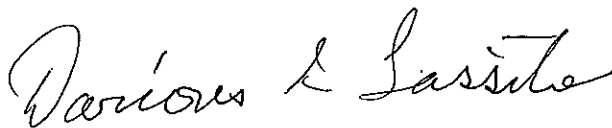
I am an Honorably Discharged Veteran, who was previously in receipt of the Disabled Veterans' Tax Exclusion. However my home burned in 2016 and I did not receive the exclusion for 2018. I did not realize that I would need to reapply for my exclusion after the replacement of my home was completed. I was made recently made of aware of the issues. *D.L.*

I understand that my request is not within the time frame set, but I am requesting you to please accept this request and grant me the Tax Exclusion on my county property tax.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,

Darious Lassiter  
531 K. Bryon Rd  
Magnolia, NC 28453



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8685

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Sandra Faye Carroll in Mingo Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2018</u>	\$ <u>149.30</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>149.30</u>

These taxes were assessed through clerical error as follows.

*Munis Billing Error -  
Land use was dropped from  
the tax bill.  
parcel - 10-0194680-02*

County Tax	<u>133.16</u>
School Tax	_____
Fire Tax	<u>16.14</u>
City Tax	<u>16.14</u>
TOTAL \$	<u>149.30</u>

Mailing Address.

2064 Charles Newland Rd  
Dunn, NC 28334

Yours very truly

*Sandra Carroll*  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

*Jim Johnson*  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8695

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Leewood Earl Reynolds in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	\$
<u>2018</u>	\$ _____
<u>1</u>	\$ _____
<u>1</u>	\$ _____
<u>1</u>	\$ _____
<u>1</u>	\$ _____

TOTAL REFUND \$ 109.13

These taxes were assessed through clerical error as follows.

*2011 Sierra Camper Trl.  
Sold, Tag Turned In  
Tag # CF55782*

G02 County Tax 97.33  
School Tax \_\_\_\_\_  
F07 Fire Tax 11.80  
City Tax \_\_\_\_\_  
TOTAL \$ 109.13

Mailing Address.

X 1467 Hollerin Rd  
Dunn, NC 28334

Yours very truly

X Leewood Earl Reynolds  
Taxpayer

Social Security # X \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8672

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Elizabeth Cox Carter in FAISON Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>175.26</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>175.26</u>

These taxes were assessed through clerical error as follows.

Traded Veh - surrendered To  
2015 Chev  
Tag # FH7481

<u>602</u> County Tax	<u>160.65</u>
School Tax	_____
<u>F17</u> Fire Tax	<u>14.61</u>
City Tax	_____
TOTAL \$	<u>175.26</u>

Mailing Address.

Elizabeth Cox Carter  
x P.O. Box 11388  
GOLDSBORO NC 27532

Yours very truly

x Elizabeth Cox Carter  
Taxpayer

x Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

**P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082**

**8676**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Walter Kevin Mitchell in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>122.93</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>122.93</u>

These taxes were assessed through clerical error as follows.

Bill # 0034992612  
ALH 3769  
Tag Turn in (sold)  
2012 Chev

602	County Tax	<u>74.03</u>
501	School Tax	<u>13.01</u>
	Fire Tax	_____
702	City Tax	<u>35.89</u>
	TOTAL \$	<u>122.93</u>

Mailing Address.

X  
\_\_\_\_\_  
112 SE Blvd  
\_\_\_\_\_  
Clinton NC 28328  
\_\_\_\_\_

Yours very truly

X Walter Kevin Mitchell  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8662

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Rubrey Payton Crumpler in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2017</u>	\$ <u>127.59</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>127.59</u>

These taxes were assessed through clerical error as follows.

Bill # 0043366821  
CK 49288  
~~Log Turn in~~  
Over Assessment  
Utility Tractor

C02	County Tax	<u>115.67</u>
	School Tax	_____
F14	Fire Tax	<u>11.92</u>
	City Tax	_____
	TOTAL \$	<u>127.59</u>

Mailing Address.

1389 Underwood Rd  
Roseboro, NC 28382

Yours very truly

Rubrey P. Crumpler  
Taxpayer

Social Security # Y

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8671

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Soyce Warwees Gray Simmons in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ 100.20
§	\$
§	\$
§	\$
§	\$
§	\$
TOTAL REFUND	\$ 100.20

These taxes were assessed through clerical error as follows.

Bill # 0025403098  
CLB 7818  
Tag Turned in (traded)  
2009 Cadillac

Go 2	County Tax	90.34
	School Tax	
F06	Fire Tax	9.86
	City Tax	
	TOTAL \$	100.20

Mailing Address.

X 80 Phillips Road  
Dunn N.C  
28834

Yours very truly

X Soyce Gray Simmons  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8674

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Hesli Aurora Galeas Martinez in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ 198.77
S	\$
S	\$
S	\$
S	\$
S	\$
TOTAL REFUND	\$ 198.77

These taxes were assessed through clerical error as follows.

Bill # 0042578911

PJM 5828

Tag Turn In (Turn back in)  
2018 Jeep

602 County Tax	184.25
School Tax	
F18 Fire Tax	14.52
City Tax	
TOTAL \$	198.77

Mailing Address.

Yours very truly

X Hesli A. Galeas Martinez  
Taxpayer

X 13624 Hobbiton Hwy  
Newton Grove NC 28366

Social Security # X

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8660

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Toni C Sampson in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2017</u>	\$ <u>176.79</u>
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ <u>176.79</u>

These taxes were assessed through clerical error as follows.

Bill # 0027877612  
ZSC 6680  
Tag Turned In Sold  
2015 Land Rover

602	County Tax	<u>157.68</u>
	School Tax	_____
F19	Fire Tax	<u>19.11</u>
	City Tax	_____
	TOTAL \$	<u>176.79</u>

Mailing Address.

X 41 Friendship Ln.  
Clinton, NC 28328

Yours very truly "

X Jim Johnson  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8680

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Bradley Devone Herring in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ 154.81
?	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 154.81

These taxes were assessed through clerical error as follows.

Bill# 0036460546  
YD3083  
Tag Turn In (sold)  
2017 Ram TK

602	County Tax	154.81
	School Tax	
	Fire Tax	
	City Tax	
	TOTAL \$	154.81

Mailing Address.

6770 Five Bridge Road  
Clinton, NC 28328

Yours very truly

Bradley Devone Herring  
Taxpayer

Social Security #: \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date Initials



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Sheila Ann McNeill in Plainview Township, Sampson County, for the year(s) and in the amount(s) of: 14-0039627-01

Year		
<u>2016</u>	\$	<u>112.86</u>
<u>2017</u>	\$	<u>112.24</u>
<u>2018</u>	\$	<u>112.24</u>
	\$	
	\$	
Total Release/Adjustment	\$	<u>337.34</u>
<u>601</u> County Tax	\$	<u>304.22</u>
School Tax	\$	
<u>606</u> Fire Tax	\$	<u>33.12</u>
City Tax	\$	
Total	\$	<u>337.34</u>

The taxes were assessed through clerical error or an illegal tax as follows:

\* TW was transferred 05/2015, but the tax office was not notified - the new owner has been afterlisted.

Taxpayer: Sheila Ann McNeill

Tax Administrator: [Signature]

Board Approved: \_\_\_\_\_

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Somerset Capital Group, Ltd.

in Belvoir Township Township, Sampson County, for the year(s) and in the

amount(s) of: Acct # 88091 PPID 27683

Year	<u>2018</u>	\$ <u>226.57</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

County Tax	\$ <u>174.69</u>
(801)	
School Tax	\$ <u>30.70</u>
(E19)	
Fire Tax	\$ <u>21.18</u>
City Tax	\$ _____
Total	\$ <u>226.57</u>

The taxes were assessed through clerical error or an illegal tax as follows:

*This was inactive property. Made the mistake of billing it.*

Taxpayer: Somerset Capital Group

Tax Administrator: Jin Jones

Board Approved: \_\_\_\_\_

Date \_\_\_\_\_ Initials \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Sheila Robinson in Plain View Township, Sampson County, for the year(s) and in the amount(s) of: 14-01799912-06

Year	<u>2018</u>	\$	<u>490.26</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	

<u>601</u>	County Tax	\$	<u>437.26</u>
	School Tax	\$	
<u>F07</u>	Fire Tax	\$	<u>53.00</u>
	City Tax	\$	
	Total	\$	<u>490.26</u>

The taxes were assessed through clerical error or an illegal tax as follows:

House fire on 3-16-17 - Report brought in on 8-17-18

Taxpayer: Sheila Robinson

Tax Administrator: [Signature]

Board Approved: \_\_\_\_\_  
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by CNH Capital America LLC in Sampson County Township, Sampson County, for the year(s) and in the amount(s) of:

Year		
<u>2018</u>	\$	<u>175.36</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Release/Adjustment	\$	<u>175.36</u>

Acct # 58402  
PID # 44782

<u>601</u> County Tax	\$	<u>158.98</u>
School Tax	\$	_____
<u>(F19)</u> Fire Tax	\$	<u>16.38</u>
City Tax	\$	_____
Total	\$	<u>175.36</u>

The taxes were assessed through clerical error or an illegal tax as follows:

*Billed in Error (ownership)  
Rebill to correct owner*

Taxpayer: CNH Capital America, LLC

Tax Administrator: *Jim Johnson*

Board Approved: \_\_\_\_\_

Date \_\_\_\_\_ Initials \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Dewey Sanford Williams in Little Coharie Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2018</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ <u>6219.52</u>

GOV County Tax	\$ <u>5582.82</u>
School Tax	\$ _____
FAL Fire Tax	\$ <u>642.87</u>
City Tax	\$ _____
Total	\$ <u>6219.52</u>

The taxes were assessed through clerical error or an illegal tax as follows: Clerk Keyed in wrong value.

*Keying Error*

Value should only be \$670 as stated in WL book. (wildlife)

Taxpayer:

Dewey Sanford Williams

Tax Administrator:

Jim Johnson

Board Approved:

Date

Initials





Bill Information

Year: 2018  
 Category: PP-R  
 Number: 4196

Notes/Alerts  
 JAN 1 Owner: WILLIAMS, DEWEY SANF

- Original Bill
- Reprint
- Garnish
- Preferences
- Diagnostics

Special Conditions/Notes  
 View prior unpaid bills

Effective Date  
 Due 08/09/2018

Billed Item Information  
 Year\_Property 2018\_42542  
 Property ID 42542  
[View Source](#)

Customer Information

Customer ID: 10912  
 WILLIAMS, DEWEY SANFORD  
 292 DEWITT WILLIAMS RD  
 AUTRYVILLE, NC 28318  
 531-3479  
[View Bills](#)

Property Information

Parcel ID  
 Prop ID 42542  
 Prop Loc  
[View Bills](#)

Installments

Due Date	Billed	Abv/Adj	Prnt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
08/09/2018	6,235.99	0.00	0.00	6,111.27	0.00	0.00	6,111.27
<b>Totals:</b>	<b>6,235.99</b>	<b>0.00</b>	<b>0.00</b>	<b>6,111.27</b>	<b>0.00</b>	<b>0.00</b>	<b>6,111.27</b>



Chgs/Taxes Values

Pers prop ID: 42542  
Parcel: \_\_\_\_\_  
Street: \_\_\_\_\_  
Unit: \_\_\_\_\_

Current owner names: WILLIAMS, DEWEY SANFORD  
Add'l names? \_\_\_\_\_

Tax year(s): 2018

Juris: 08 Class: \_\_\_\_\_ FP: \_\_\_\_\_ Status: \_\_\_\_\_  
Subdiv: \_\_\_\_\_ Bus-cd: \_\_\_\_\_ List: \_\_\_\_\_  
List yr: 0 Filed? N  
Created: 09/25/2017

DBA: \_\_\_\_\_  
Field audit: \_\_\_\_\_  
Desk audit: \_\_\_\_\_  
Old ID: \_\_\_\_\_

Own: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Class	Assessment	Description	Tax/exem	Rate	Amount	Taxes	Exempt
MV	1,120.00	MOTOR VEHICLE	F21	.095000	643.93		
MV	676,705.00	MOTOR VEHICLE	G01	.825000	5,592.06		
<b>Totals</b>							
<b>Taxes</b>						6,235.99	
<b>Exempt/abated</b>							.00
<b>Net taxes</b>						6,235.99	
<b>Total</b>						6,777,825.00	

Display charges and taxes for the current record.

OVR

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

August 31, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the AGING Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-525000	HR-Construction/Repairs United Way	\$ 2,773.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035876-409900	Fund balance appropriated	\$ 2,773.00	

2. Reason(s) for the above request is/are as follows:

To bring forward unexpended grant funds to continue providing services required by the grant.

Lorie B Sutton  
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2018

[Signature]  
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

[Signature]  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

31-Aug-18

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-554000	Capital Outlay - Vehicles	70,853.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-408900	Insurance Settlement	70,853.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds received from insurance claims to replace three totaled vehicles.



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/31, 2018

  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

August 13, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the Aging Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82558750-524100	URP - MATERIALS	\$ 30,800.00	
82558750-529901	URP - SOFT COSTS	\$ 7,200.00	
82558750-544000	URP - CONTRACTED SERVICES	\$ 27,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82035875-403605	URP - NCHFA	\$ 65,000.00	

2. Reason(s) for the above request is/are as follows:  
To budget for the Urgent Repair Program 2018.

Lorie B Sutton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/13, 2018

[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

[Signature]  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

August 30, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the AGING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558790-526200	I/R - Dept Supplies	\$ 1,000.00	
02558790-526201	I/R - Dept Supplies - Equipment	\$ 1,500.00	
02558790-531100	I/R - Travel	\$ 500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035879-403602	I/R - Mid-Carolina Health Promotion	\$ 3,000.00	

2. Reason(s) for the above request is/are as follows:  
To budget the Health Promotion Grant Funding for FY18-19.

Lorie B Sutton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/31, 2018  
[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
[Signature]  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the NCEM Hazard Mitigation Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
29549460-562004	Acquistion and elavation	510,519.00	
29549460-519049	Admin and legal	53,669.00	
29549460-519900	Other professional costs	47,324.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
29034946-403614	Grant-NC Emergency management	611,512.00	


2. Reason(s) for the above request is/are as follows:

To allocate funds for the Hazard Mitigation program to complete 5 units that were damaged as a result of Hurricane Matthew and deemed eligible for assistance under this program.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

\_\_\_\_\_, 2018  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

August 1, 2018

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the AGING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	Senior Center - Department Supplies	\$ 234.00	
02558680-532100	Senior Center - Telephone & Postage	\$ 408.00	
02558680-544000	Senior Center - Contracted Services	\$ 3,343.00	
02558800-522100	Nutrition - Food & Provisions	\$ 2,196.00	
02558800-526200	Nutrition - Departmental Supplies	\$ 3,000.00	
02558800-596000	Nutrition - Transfer to SAT	\$ 4,528.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-403601	Senior Center - State Grant - Mid-Carolina	\$ 3,985.00	
02035880-403601	Nutrition - State Grant - Mid-Carolina	\$ 8,238.00	
02035880-402300	Nutrition - USDA Fed/State School Lunch	\$ 1,486.00	

2. Reason(s) for the above request is/are as follows:

To budget for the Home and Community Block Grant increase received. The funding will purchase additional Home Delivered Meals, supplies for the sites, fax line, and additional trips.

*Lorie B Sutton*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/31, 2018

*[Signature]*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

*[Signature]*

(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

08/20/18

FROM: Eileen Coite

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2018-2019

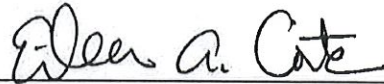
1. It is requested that the budget for the Cooperative Extension Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449560-555000	CAPTIAL OUTLAY	2666.00	
04449560-526200	DEPARTMENTAL SUPPLIES	<del>3184.74</del> 3185.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034956-404010	LAGOON MANAGEMENT & AG PROGRAMS	<del>5,850.74</del> 5,851.00	

2. Reason(s) for the above request is/are as follows:

To utilize funds received for the NCDA Pesticide Container Recycling Program Grant.



(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/31, 2018



(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

, 20



(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

COUNTY OF SAMPSON  
BUDGET AMENDMENT

17th Aug 18  
17-JUL-18

MEMO:

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2016-2017

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-526279	DEPT SUPPLIES - NARCOTICS SQUAD	18,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-403631	STATE SUBSTANCE ABUSE TAX	18,000.00	

2. Reason(s) for the above request is/are as follows:

To budget funds purchase of holographic sights for rifles that will be used for high risk warrant service and service of drug search warrants. \$600 per sight x 30 units.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

1/31, 2018

  
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

  
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

0002100010



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the County Schools Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Capital Outlay Category 1	788,794.00	
11659140-555031	Capital Outlay Category 2	11,493.00	
11659140-555032	Capital Outlay Category 3	757.00	
19959140-582096	Transfer to general fund	801,044.00	
11659140-555030	Capital Outlay Category 1	1,087,174.00	
11659140-555031	Capital Outlay Category 2	144,693.00	
11659140-550000	Unallocated capital outlay		831,867.00
19959140-582096	Transfer to general fund	400,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
19932320-409900	Fund balance appropriated	1,101,044.00	
11035914-409612	Trans from school capital reserve	1,101,044.00	

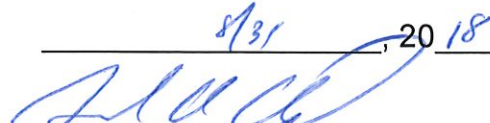
2. Reason(s) for the above request is/are as follows:

To allocate school capital reserve funds not expended in prior year and FY 18-19 allocation to various projects as requested by Board of Education.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

8/31, 2018  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

## Sampson County Schools Capital Outlay Budget 2018-2019

School/Location	Description	Carryover	New Funds	Total Budget	Comments
Hobpton High	Hobpton Track	\$ 363,008.74	\$ -	\$ 363,008.74	
Hobpton High	Science Roof Final Contractor Payment	\$ 19,210.00	\$ -	\$ 19,210.00	
LHS	HVAC replacement rooftop unit	\$ -	\$ 32,000.00	\$ 32,000.00	
Midway High	Fieldhouse	\$ 104,237.42	\$ -	\$ 104,237.42	
UES	HVAC replacement for lunchroom 2 20 ton	\$ -	\$ 91,120.00	\$ 91,120.00	
UES	HVAC replacement for Gym 10 ton	\$ -	\$ 24,026.75	\$ 24,026.75	
UES	HVAC for stage/dining area 2- 10 ton units	\$ -	\$ 40,000.00	\$ 40,000.00	
UIS	Roof replacement	\$ -	\$ 190,000.00	\$ 190,000.00	
UIS	Roof replacement	\$ -	\$ 400,000.00	\$ 400,000.00	
Union High	Capital - Union District - Fieldhouse	\$ 86,600.00	\$ -	\$ 86,600.00	
System wide	Chiller Replacement	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00	
System wide	Activity bus replacement payment	\$ 756.72	\$ 74,693.28	\$ 75,450.00	
System wide	HVAC Repair Contingency	\$ 55,564.43	\$ -	\$ 55,564.43	
System wide	Two Maintenance Vehicles	\$ -	\$ 70,000.00	\$ 70,000.00	
System wide	Bus Garage Roof	\$ -	\$ 181,000.00	\$ 181,000.00	
System wide	Emergencies Contingency	\$ 28,677.92	\$ 12,026.97	\$ 40,704.89	
System wide	One Mobile Unit for HB 13 Compliance	\$ -	\$ 92,000.00	\$ 92,000.00	
System wide	Wastewater Treatment Contingency	\$ 14,413.78	\$ -	\$ 14,413.78	
System wide	Roof & Painting Repairs Contingency	\$ 17,081.97	\$ -	\$ 17,081.97	
System wide	Playgrounds	\$ 10,781.95	\$ -	\$ 10,781.95	
System wide	Furniture	\$ 710.60	\$ -	\$ 710.60	
<b>Totals</b>		<b>\$ 801,043.53</b>	<b>\$ 1,231,867.00</b>	<b>\$ 2,032,910.53</b>	

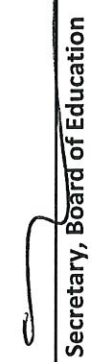
Passed by majority vote of the Board of Education of Sampson County on the 20th Day of August, 2018.



Chair, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Charman, Board of Commissioners



Secretary, Board of Education

County Manager

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

To: Mr. Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Consent Agenda items

Date: August 23, 2018

Attached are policies that were approved by the Health Advisory Committee on August 20, 2018. These policies are being submitted for County Commissioner's review and approval. Also attached are two signature sheets that will need to be signed and returned to the health department.

1. Health Insurance Portability and Accountability Act (HIPAA) Policy and Procedure Manual. The manual was updated to meet current policy and procedure guidelines.
2. Sampson County Administrative Manual Annual Update. Changes are highlighted through the policy for your review and approval.

Your assistance is much appreciated.

Attachments: HIPAA Policy  
Administrative Manual

**SAMPSON COUNTY HEALTH DEPARTMENT  
 Administrative Policy and Procedures: Year 2018**

**Annual Review Form**

Manual: SCHD Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Administrative Manual	Program Coordinator/Specialist: N/A
Program Policy: _____ Program	Director of Nursing: N/A
Program Procedure: _____ Program	Medical Director: Dr. Allyn Dambeck
<b>X</b> Management/Department-wide Policy	Health Director: Wanda Robinson
Personnel/Fiscal Policy	Board of Commissioner Chair: Clark Wooten
Distributed to: All Personnel	Health Advisory Chair: Jacqueline Howard
	Effective Date: 08/01/2018
	Supersedes: 10/02/2017

Review/Revision Date: 10/17/2012, 08/2013, 08/2014, 08/2015, 08/2015, 08/2016, 10/2017, 08/2018

\_\_\_\_\_  
 Board of Commissioner Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Health Director

\_\_\_\_\_  
 Date

**SAMPSON COUNTY HEALTH DEPARTMENT  
 HIPAA Privacy Policy & Procedure Manual  
 Annual/Review/Policy Update Review Form**

Manual: SCHED HIPAA Manual	Applicable Signatures/Title:
Title: SCHED HIPAA Policy & Procedures	Program Coordinator/Specialist: N/A
Program Policy: _____ Program	Supervisor: N/A
Program Procedure: _____ Program	Director of Nursing: N/A
X Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
workforce Policy	Health Director: Wanda Robinson
Fiscal Policy	Board of Commissioner Chair: Clark Wooten
Distributed to: All workforce	Effective Date: 08/01/18
	Supersedes: 04/14/2003

Review/Revision Date: 04/14/2003, 08/01/2018

\_\_\_\_\_  
 Board of Commissioner Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Health Director

\_\_\_\_\_  
 Date



**Sampson County Health Department**  
**HIPAA PRIVACY**  
**(Health Insurance Portability & Accountability Act)**  
**POLICY & PROCEDURE**  
**MANUAL**

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**Policy**

**Applicable Laws, Rules & Regulations**

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- Section 2: Notice of Privacy Practices**
- Section 3: Uses and Disclosures of Protected Health Information Not Requiring Patient Authorization**
- Section 4: Uses and Disclosures of Protected Health Information Requiring Patient Authorization**
- Section 5: “Minimum Necessary” Use and Disclosure of Protected Health Information**
- Section 6: Uses and Disclosures of Protected Health Information Where the Patient Has an Opportunity to Agree or Object**
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**References**

**Appendix**

- Attachment A: Employee HIPAA PP Receipt Signature Page**
- Attachment B: Glossary of Terms**
- Attachment C: SCHD HIPAA Forms – English & Spanish**
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- Attachment F: HIPAA Administrative Simplification Regulation Text: 45 CFR Parts 160, 162 & 164.**
- Attachment G: North Carolina General Statutes for HIPAA Regulations**
- Attachment H: Texting-Appt Card-Phone Call/Message-Letter Guidance**

**Sampson County Health Department  
HIPAA Policy & Procedures Year: 2018**

Manual: SCHD HIPAA Manual	Applicable Signatures/Title:
Title: SCHD HIPAA Policy & Procedures	Program Coordinator/Specialist: N/A
Program Policy: Program	Supervisor: N/A
Program Procedure: Program	Director of Nursing: N/A
X Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
workforce Policy	Health Director: Wanda Robinson
Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All workforce	Effective Date: 04/01/18
	Supersedes: 04/01/2017

**Purpose:**

To provide guidance to all Sampson County Health Department (SCHD) workforce regarding the laws, rules and regulations as they relate to the privacy and confidentiality of the protected health information (PHI) for all health department patients.

**Policy:**

Sampson County Health Department recognizes the importance of all aspects of a patient’s right to confidentiality and privacy as it relates to the medical information.

The HIPAA Privacy Rule provides that patients have a right to notice of how we may use and disclose a patient’s PHI, as well as the patient’s rights and the obligations regarding their PHI. We have developed a Notice of Privacy Practices to meet these requirements and will make the Notice available to the patients as described in this policy. Our Practice will strive to abide by the terms of the Notice as currently in effect.

The Sampson County Health Department (SCHD) will implement policies and procedures as required by and specified in the privacy rule of the Administrative Provision in the Health Insurance Portability and Accountability Act of 1996.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B. Every staff person should review and consult the Glossary when reviewing or consulting this Policy Manual.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part §160, General Administrative Requirements.

45 CFR, Part § 162, Administrative Requirements.

45 CFR, Part § 164, Security & Privacy.

North Carolina General Statute § 8-53.6.

North Carolina General Statute § 8-53.13.

North Carolina General Statute § 130A-12.

North Carolina General Statute § 130A-143-144.

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

1. This policy provides the guidelines for the handling of patient medical protected health information (PHI) as set forth by the federal Public Law 104-191; Health Insurance Portability and Accountability Act (HIPAA) of 1996.
2. The policy follows the rules as explained in the Code of Federal Regulations:
  - A. 45 CFR, Part §160, General Administrative Requirements.
  - B. 45 CFR, Part §162, Administrative Requirements.
  - C. 45 CFR, Part §164, Security & Privacy.
3. Additional clarification regarding PHI per North Carolina legislative guidelines are found in North Carolina General Statutes:
  - A. North Carolina General Statute § 8-53.6.
  - B. North Carolina General Statute § 8-53.13.
  - C. North Carolina General Statute § 130A-12.
  - D. North Carolina General Statute § 130A-143-144.
4. All health department workforce will follows the guidelines as stated in each of the sections of this policy. The Sections include:
  - Section 1: Introduction to HIPAA
  - Section 2: Notice of Privacy Practices
  - Section 3: Uses and Disclosures of Protected Health Information Not Requiring Patient Authorization
  - Section 4: Uses and Disclosures of Protected Health Information Requiring Patient Authorization
  - Section 5: “Minimum Necessary” Use and Disclosure of Protected Health Information (PHI)
  - Section 6: Uses and Disclosures of Protected Health Information Where the Patient Has an Opportunity to Agree or Object
  - Section 7: Access of Individuals to Protected Health Information
  - Section 8: Accounting for Disclosure of Protected Health Information
  - Section 9: Amendment of Protected Health Information
  - Section 10: Business Associates
  - Section 11: Safeguarding Protected Health Information
  - Section 12: Training
  - Section 13: Complaints to the Practice; Mitigation
  - Section 14: No Retaliation for the Exercise of Rights or the Filing of a Complaint; No Waiver of Rights
  - Section 15: Sanctions for Violations; Exceptions to Sanctions
  - Section 16: Communication by Texting, Appointment Card, Phone Call & Letter

**Sampson County Health Department**  
**Section 1: Introduction to HIPAA**

**Purpose:**

To provide guidance to all Sampson County Health Department (SCHD) workforce regarding the Health Insurance Portability & Accountability Act (HIPAA) of 1996 laws, rules and regulations as they relate to the privacy and confidentiality of the protected health information (PHI) for all health department patients.

**Policy:**

The HIPAA Privacy Rule provides that patients have a right to notice of how we may use and disclose a patient's PHI; the patient's rights; and SCHD's obligations regarding their PHI. SCHD will strive to abide by the terms of the Notice as currently in effect.

The Sampson County Health Department (SCHD) provides policies and procedures as required by and specified in the privacy rule of the Administrative Provision in the Health Insurance Portability and Accountability Act of 1996 and North Carolina General Statutes as they related to patient health information.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part §160, General Administrative Requirements.

45 CFR, Part § 162, Administrative Requirements.

45 CFR, Part § 164, Security & Privacy.

North Carolina General Statute § 8-53.6.

North Carolina General Statute § 8-53.13.

North Carolina General Statute § 130A-12.

North Carolina General Statute § 130A-143-144.

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

The following is an overview and introduction to the HIPAA law of 1996 and subsequent rules and regulations to ensure the privacy of patient health information.



What is the HIPAA Privacy Rule?

1. To improve the efficiency and effectiveness of the health care system, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) was enacted by Congress. HIPAA included what are called “Administrative Simplification” provisions that required the U.S. Department of Health and Human Services (“HHS”) to adopt national standards for electronic health care transactions, such as health care claims that are filed electronically.
2. Because advances in electronic technology could make it difficult to protect the privacy of health information, Congress mandated the adoption of the HIPAA Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule” or “Rule”).
3. Congress subsequently enacted the HIPAA Security Rule and, more recently, the Health Information Technology for Economic and Clinical Health (HITECH) Act.
4. In addition, North Carolina has enacted laws regarding identity theft prevention, data security breach notification and protected use and disclosure of Social Security numbers (see the SCHD Data Breach Notification Policy). The Rule does not replace other federal, state or other laws that give individuals even greater privacy protections, and are not preempted by the Privacy Rule.
5. The Privacy Rule establishes national protections for the privacy of protected health information (“PHI”), and applies to three types of HIPAA covered entities: health plans, health care clearinghouses, and health care providers, to include the Sampson County Health Department (SCHD), that conduct certain health care transactions electronically. The Rule requires that Covered Entities implement policies and procedures to protect and guard against the misuse of PHI.
6. The HIPAA Manual reflects the commitment to compliance with the Privacy Rule.

Privacy Officer:

1. The Privacy Rule requires that an agency designate a person who will serve as the “Privacy Officer” and who is responsible for the development and implementation of the privacy policies and procedures.
2. The agency must also designate a person to serve as the contact person responsible for receiving complaints under the Privacy Rule and who can make further information available to patients about matters covered by the Notice of Privacy Practices.
3. The Health Director has been designated as the Privacy Officer for SCHD, to be responsible for the development and implementation of SCHD privacy policies and procedures, and to be the contact person to answer questions and receive complaints related to the privacy practices.

What does the HIPAA Privacy Law mean to the Sampson County Health Department and SCHD workforce?

1. All SCHD workforce need to understand what the basic Privacy Policies and Procedures are and how to request help if further information is needed.
2. This policy will be posted on SharePoints and will be available to all SCHD workforce.
3. Each workforce member will be required to review the policies and the Notice of Privacy Practices and participate in training that will be offered on the Privacy Rule.
4. If the Privacy Rule changes, or new guidance is issued that requires a change in the

Policy Manual, the agency will have each member of the workforce review the changed policies.

5. SCHD is committed to providing quality health care to the patients, while maintaining the privacy of their protected health information (PHI) and complying with the Privacy Rule.

**Sampson County Health Department**  
**Section 2: Notice of Privacy Practices**

**Purpose:**

To provide guidance for the HIPAA Privacy Rule that provides patients with the right of notice of how SCHD may use and disclose a patient’s protected health information (PHI), as well as the patient’s rights and SCHD’s obligations regarding their PHI. A Notice of Privacy Practices has been developed to meet the requirements and make the Notice available to SCHD patients as described in this policy. SCHD will abide by the terms of the Notice of Privacy Practices that is currently in effect.

**Policy:**

The Sampson County Health Department (SCHD) will implement policies and procedures as required by and specified in the privacy rule of the Administrative Provision in the Health Insurance Portability and Accountability Act.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.514.  
45 CFR, Part § 164.520.

**Responsible Persons:**

All Sampson County Health Department workforce.

**Procedures:**

**Content of Notice:**

1. The Notice of Privacy Practices (“Notice”) is written in plain language to contain all of the elements required by the Privacy Rule, including the following:
  - A. A description of how the health department will use and disclose patients’ PHI, including:
    1. A description, with at least one example, of the types of uses and disclosures that are permitted to make for treatment, payment, and health care operations.

2. A description of each of the other purposes that are permitted or required by HIPAA to use or disclose PHI without the patient's written authorization.
  3. A statement that other uses and disclosures will be made only with the patient's written authorization (see Section 4 of Manual).
- B. A description of the individual rights of SCHD patients regarding access and control of their PHI, and how a patient may exercise those rights, including:
1. The right to request restrictions on certain uses and disclosures and whether the health department is required to agree to a requested restriction, including agreeing to the request of a patient to restrict disclosure of PHI about him/her to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and the PHI pertains solely to a health care item or service for which the patient, or person other than the health plan, has paid SCHD in full for the item or service.
  2. The right to receive certain confidential communications.
  3. The right to inspect and obtain a copy of PHI.
  4. The right to request an amendment of PHI.
  5. The right to receive an accounting of certain disclosures of PHI.
  6. The right to revoke an authorization.
  7. A description of SCHD's complaint procedure for addressing problems the patient may have with SCHD's privacy practices.
  8. The right to obtain a paper copy of the Notice, upon request.
2. If SCHD maintains an electronic health record, patients have the right to:
- A. Access to or obtain a copy of PHI in an electronic form and format requested by the patient, if it is readily producible or, if not, in a readable electronic form and format as agreed to between SCHD and the patient.
  - B. Have SCHD transmit such copy directly to a person or entity the patient designates, provided that choice is clear, conspicuous, and specific.
  - C. Request that SCHD provide an accounting of the disclosures made of the patient's PHI, including disclosures related to treatment, payment and health care operations contained in an electronic health record for no more than 3 years prior to the date of the request (and depending on when SCHD acquired an electronic health record).
  - D. Notice of any allowed fees related to the above.
3. Patients have a right to and may request:
- A. A description of SCHD's legal duties regarding PHI, including the legal obligation to maintain the privacy of PHI and the obligation to notify affected individuals following a breach of their unsecured PHI.
  - B. Identification of whom in the health department a patient may contact for more information about SCHD's privacy practices.

- C. The effective date of the Notice and any revisions of the Notice, with the effective date of such revisions.

Providing the Notice:

1. The Privacy Notice will be presented to each patient at their first date of service delivery by SCHD.
2. Front Desk/Intake-Eligibility Staff will make a good faith attempt to obtain each patient's acknowledgment of the receipt of the Privacy Notice.
3. SCHD will have a patient acknowledge receipt by signing an acknowledgment form.
4. If the patient refuses to provide such acknowledgment, SCHD will document in the patient's chart the efforts to obtain the patient's acknowledgment and the reason why the acknowledgment was not obtained.
5. If there is an emergency treatment situation, SCHD will provide the Notice to the patient as soon as reasonably practicable after the emergency situation is resolved. No acknowledgment of receipt of the Notice needs be obtained in an emergency situation.
6. SCHD has posted the entire current Notice at the Front Desk Reception area.
7. SCHD will provide a paper copy of the Notice upon a patient's request.
8. If the patient has a personal representative acting on the patient's behalf at the time Notice is provided, SCHD will provide the Notice to the representative and make a good faith effort to obtain the representative's acknowledgment of receipt of the Notice.

Revisions & Reviews to the Privacy Notice:

1. SCHD will advise patients in the Notice that SCHD reserves the right to change the terms of the Notice and to make the new Notice provisions effective for all PHI that is maintained.
2. SCHD will review the Privacy Notice at least annually. If SCHD determines at any time that there is a material change to the agency's privacy practices, or there is a change in law that requires a change in the Privacy Notice, SCHD will:
  - A. Revise the Privacy Notice.
  - B. Date it with the effective date of the revision.
  - C. Post the revised Notice in at the Front Desk, Intake cubicles and exam rooms, then implement the changes (unless a change in law requires that SCHD implement the change sooner).
  - D. Provide the revised Notice pursuant to this Policy.
  - E. Patients will be notified in the SCHD revision Notice that they can obtain a revised Notice upon request on or after the effective date of any revision.
3. No acknowledgement is necessary for providing a revised/reviewed Privacy Notice to a patient who has received a prior version of the Notice.
4. SCHD may utilize a "layered" Notice that consists of a short notice summarizing the patient's rights, attached to a longer notice that contains all of the elements listed in Parts 1 or 2 of this Policy. The patient will be provided with the two documents stapled together, with the shorter notice on top of the longer notice.



Documentation:

1. The Privacy Officer will maintain a file containing a copy of the SCHD Privacy Notice and each revised Notice that is issued by SCHD.
2. SCHD will place in the patient's medical record a copy of the acknowledgment of receipt (which will also contain a reference to the version of the Notice they received), whether provided by hard copy or electronically, or documentation of workforce's good faith efforts to obtain such written acknowledgment.

**Sampson County Health Department**  
**Section 3: Uses and Disclosures of Protected Health Information (PHI)**

**Purpose:**

To establish guidelines for the use and disclosure of Protected Health Information (PHI).

**Policy:**

The Sampson County Health department (SCHD) may use and disclose PHI in certain situations where it is not necessary to obtain the patient's authorization, as allowed under the HIPAA Law Privacy Rule. SCHD will follow Section 5 of this Manual regarding application of the Minimum Necessary principle when using or disclosing PHI without patient authorization.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.502.  
45 CFR, Part § 164.506.  
45 CFR, Part § 164.514.  
45 CFR, Part § 164.521.  
North Carolina General Statute § 130A-12.

**Responsible Persons:**

All Sampson County Health Department workforce

**Procedures:**

In the following situations, the health department may use or disclose PHI without obtaining the patient's authorization:

**For Treatment, Payment or Health Care Operations:**

1. A patient's authorization is not required when SCHD uses or discloses the patient's PHI for SCHD purposes in order to treat the patient, obtain payment for the services, or conduct SCHD business operations, including disclosure to the agency's business associates (as further described in this Manual).
2. Sampson County Health Department requires a signature on the authorization from a patient on the first visit to the department. The authorization must:
  - A. Inform the individual that PHI may be used and disclosed to carry out treatment,

- payment and health care operations (TPO).
- B. Refer the individual to the Sampson County Health Department's Notice of Privacy Practices for a more complete description of such uses and disclosures.
  - C. State that the individual has the right to review the notice prior to signing the consent.
  - D. State that the individual has the right to revoke the consent in writing, except to the extent that the Sampson County health department has taken action in reliance on the consent.
  - E. Be signed, and dated by the individual and witness.
3. A patient is permitted to request, in writing, that SCHD restrict the uses or disclosures of his or her PHI for treatment, payment or health care operations, or when disclosing information to persons involved in the patient's care, or for notification purposes. Except as set forth below, SCHD is not required to agree to the patient's request, but are bound by any restrictions to which SCHD agrees unless and until SCHD withdraws from such agreement, where permitted. Such requests will be directed to the SCHD Privacy Officer.
  4. If a patient requests that SCHD restrict the disclosure of the patient's PHI to his/her health plan, the health department must comply if:
    - A. The disclosure is not for purposes of carrying out treatment (only for purposes of carrying out payment or health care operations); and
    - B. The PHI pertains solely to a health care item or service for which the health department has been paid out-of-pocket in full.
  5. A patient is permitted to request, in writing, that the patient receive communications of PHI from SCHD by alternative means or at alternative locations (other than the usual way SCHD sends communications to patients). SCHD must accommodate a patient's reasonable request for such confidential communications. Such requests will be directed to the SCHD Privacy Officer.
  6. Special rules apply if the patient's file contains psychotherapy notes, if SCHD intends to use the PHI for marketing purposes or if SCHD intends to use PHI in a manner that would be considered a *Sale of PHI* (see Glossary of Terms). Such cases will be referred to the SCHD Privacy Officer.
  7. SCHD may disclose PHI for the treatment activities of another health care provider. Where PHI is disclosed to, or requested by, other health care providers for treatment purposes, SCHD's Minimum Necessary Policy (Section 5) does not apply.
  8. SCHD may disclose PHI to another Covered Entity for the peer review activities of that entity, subject to review and approval by the SCHD Privacy Officer.
  9. Any use or disclosure of PHI for Treatment, Payment or Health Care Operations must be consistent with SCHD's current Notice of Privacy Practices.

Required Uses and Disclosures Not Requiring Patient Authorization:

Other than for disclosures to the patient, no disclosure under this Section will be made without the prior review and approval of the SCHD Privacy Officer who may consult with the County's legal counsel.

Disclosures to the Patient:

Under the law, except as provided in Section 7 of this Manual, SCHD must make disclosures *to the patient* who requests such disclosure and no authorization is required. If the patient requests a copy of his or her record, refer to Section 7 of this Manual.

Disclosures to the Secretary of HHS/OCR:

SCHD must make disclosures of PHI when required by the Secretary of HHS or to the Office of Civil Rights (OCR) to investigate or determine SCHD's compliance with the requirements of the Privacy Rule.

Disclosures as Required by Law:

To the extent that the use or disclosure of PHI is required by an applicable law, SCHD may do so without the patient's authorization, in compliance with, and limited to, the relevant requirements of such law.

Disclosures for Public Health Activities:

SCHD may use or disclose a patient's PHI, without the patient's authorization, for the following public health activities and purposes:

- A. Public Health Authorities: Disclosure to a public health authority that is legally authorized to receive such information for the purpose of:
  - 1. Preventing or controlling disease, injury or disability, such as reporting of injury or communicable disease.
  - 2. Vital events such as birth and death.
  - 3. Public health surveillance, investigation and/or public health intervention.
  - 4. If directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.
- B. Communicable Diseases: In addition to reporting communicable disease information to a public health authority as provided for in Subsection A above, SCHD may disclose a patient's PHI, as authorized by state law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

Disclosures for Abuse or Neglect:

- A. Children: SCHD may disclose a patient's PHI to a public health/legal authority that is authorized by law to receive reports of child abuse or neglect.
- B. Adults: Except for vulnerable adults, if SCHD believe that an adult patient has been a victim of abuse, neglect or domestic violence, SCHD may disclose a patient's PHI to the governmental entity or agency authorized by law to receive such information. No disclosure of information about the victim of domestic violence or abuse may be made to law enforcement without the patient's authorization.

- C. Vulnerable Adults: When a vulnerable adult is the subject of abuse, neglect or exploitation, SCHD may disclose the patient's PHI to the appropriate government adult protective services provider.

Disclosures for Health Oversight:

SCHD may disclose PHI to a health oversight agency for activities authorized by law, such as audits; civil, criminal or administrative investigations, proceedings or actions; inspections; or licensure or disciplinary actions.

Disclosures for Legal Proceedings:

SCHD may disclose PHI in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (but only that PHI for which disclosure is expressly authorized), and, under certain conditions, in response to a subpoena, discovery request or other lawful process. SCHD workforce will direct all subpoenas, and other requests for disclosures for purposes of legal proceedings, to the SCHD Privacy Officer who may consult the County's legal counsel.

Disclosures for Law Enforcement:

SCHD may disclose PHI for law enforcement purposes, without a patient's authorization, so long as specific legal requirements are met. Some of these law enforcement purposes include: warrants and other legal process; limited information requests for identification and location purposes; and information related to a crime (including a medical emergency where it is likely that a crime has occurred). SCHD workforce will direct all law enforcement requests for disclosures to the SCHD Privacy Officer who may consult the County's legal counsel.

Disclosures for Coroners, Medical Examiners, Funeral Directors, and Organ Donations:

1. SCHD may disclose PHI to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other official duties.
2. SCHD may disclose PHI to a funeral director, as authorized by state law, in order to permit the funeral director to carry out his or her duties, including disclosure prior to, and in reasonable anticipation of, the death of a patient, if necessary for the funeral director to carry out his or her duties.

Disclosures for Research:

If SCHD is requested to use or disclose PHI for research purposes, such use and disclosure will be under the direction of the SCHD Privacy Officer who will consult with the County's legal counsel.

Disclosures for Serious Threat to Health or Safety:

Under certain circumstances, SCHD may use a patient's PHI, or disclose it to another health care professional or to a law enforcement agency, if SCHD believes, in good faith, that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of



the patient or to others or is necessary in certain situations for law enforcement authorities to identify or apprehend an individual who is a serious threat to public safety. If the PHI contains identifying information about a person who has AIDS or an HIV infection, SCHD will not disclose such information without the patient's authorization, unless authorized by state law, or pursuant to a court order.

Disclosures for Specialized Government Functions:

When the appropriate conditions apply, SCHD may use or disclose a patient's PHI for certain military, national security or intelligence activities, or when needed for correctional institutions and other law enforcement custodial situations.

Disclosures for Workers' Compensation:

A patient's PHI may be disclosed by SCHD as authorized under state law to comply with workers' compensation laws and other similar programs established by law that provide benefits for work-related injuries or illness without regard to fault. For routine disclosures for workers' compensation purposes, SCHD follows the standard protocols for such disclosures as part of the Minimum Necessary Policy – see Section 5.

Disclosures for Schools; Immunization Records:

SCHD may disclose a patient's PHI to a school when the patient is a student or a prospective student of the school if:

1. The PHI that is disclosed is limited to proof of immunization;
2. The school is required by state law (or other law) to have proof of immunization prior to admitting the individual; and
3. SCHD obtains and documents the oral agreement for such disclosure from the parent, guardian or other person acting in loco parentis of an emancipated minor or from the individual, if the individual is an adult or emancipated minor.

Verification of the Identity of an Authorized Person:

1. Prior to any disclosure of PHI under this policy, SCHD will verify the identity of the person requesting the PHI and the authority of any such person to have access to the patient's PHI, if the identity or any such authority of the person is not known to us.
2. SCHD will obtain and/or document any pertinent credentials, documentation, statements or representations, whether oral or written, from the person requesting the PHI.

**Sampson County Health Department**  
**Section 4: Uses and Disclosures of Protected Health Information Requiring**  
**Patient Authorization**

**Purpose:**

To establish guidelines for the use and disclosure of protected health information (PHI).

**Policy:**

The Sampson County Health department(SCHD) may use or disclose a patient’s PHI for those purposes specified in Section 3 of this Manual without obtaining the patient’s authorization. Other uses and disclosures of PHI, as addressed in this policy, will be made only with the patient’s written authorization. The health department will not condition treatment on the provision by the patient of a requested authorization except as allowed under this policy.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.508.  
45 CFR, Part § 164.514.

**Responsible Persons:**

All Sampson County Health Department workforce

**Procedures:**

Overview:

Whenever the health department needs to use or disclose a patient’s PHI for purposes unrelated to Treatment, Payment or Health Care Operations (or as otherwise described in Section 3), or if a patient requests disclosure of his or her PHI to a specified third party, we will obtain the patient’s written authorization prior to such use or disclosure. SCHD will only release PHI that is consistent with the scope of the authorization.

**Authorization Form:**

The health department’s authorization form will provide for the following:

1. The name of the person or entity, or category of persons/entities authorized to make the requested use or disclosure.

2. The name of the person or entity, or category of persons/entities, to whom the use or disclosure may be made.
3. Specifically describe the information to be used or disclosed, including, but not limited to, specific detail such as date of service, type of service provided, level of detail to be released, origin of information, etc.
4. List the specific purposes for the use or disclosure. If the individual does not, or elects not to, provide a statement of the purpose, the form will state the purpose as “at the request of the individual.”
5. Specify that the authorization will be in force and effect until a specified date or event (stated in the authorization) that relates to the patient or to the purpose of the use or disclosure, at which time the authorization will expire.
6. Provide for the patient’s right to revoke the authorization as set forth in “Revocation of Authorization” #1 and #2 below.
7. Specify that the health department will not condition treatment upon the patient’s execution of an authorization, as set forth in “Revocation of Authorization” #3 below.
8. Specify that the information disclosed pursuant to the authorization may be re-disclosed by the recipient and is no longer subject to the protections of the Privacy Rule.
9. Provide for the patient’s signature and date of execution or, if the patient’s Personal Representative is signing on behalf of the patient, provide for a description of that person’s authority to act and/or that person’s relationship to the patient.

Revocation of Authorization:

1. A patient has the right to revoke an authorization at any time, in writing, by mailing such written notification to the attention of the health department’s Privacy Officer or by personal delivery to the Privacy Officer.
2. A revocation is not effective to the extent that the health department has taken action in reliance on the patient’s authorization.
3. The health department will not condition a patient’s treatment on whether the patient provides authorization for the requested use or disclosure if to do so would be prohibited by federal or state law. If a reason exists under law for conditioning the patient’s treatment on obtaining an authorization, the patient will be advised of that fact and of the consequences to the patient of refusing to sign the authorization. The Privacy Officer will determine if such reason exists.

Independent Medical Examination:

In accordance with state law, if a third party has requested that the health department examine or evaluate a person (“Examinee”) and the Examinee has signed an authorization for the release of the report of such examination or evaluation to the third party:

1. The report will be consistent with the authorization, to avoid unnecessary disclosure of diagnoses or personal information which is not pertinent to the evaluation.
2. The report will be forwarded only to the third party who requested the evaluation, in accordance with the Examinee’s authorization and, if no specific individual is identified, the report will be marked “Confidential”; and
3. SCHD will not provide the Examinee with a copy of the report unless the third party requesting the examination consents to its release, except that should the

- examination disclose abnormalities or conditions not known to the Examinee, SCHD will advise the Examinee to consult another health care professional for treatment.
4. SCHD will refer the following requests to the Privacy Officer for complying with such requests in accordance with law.
    - A. PHI that contains psychotherapy notes.
    - B. PHI for marketing purposes.
    - C. PHI for research purposes.
    - D. A request for a use or disclosure that may be considered a sale of PHI.
  5. SCHD will not directly or indirectly receive remuneration in exchange for any PHI of a patient unless the agency has obtained a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the patient's PHI. This requirement will not apply if the purpose of the exchange is:
    - A. For public health activities;
    - B. For research and the price charged reflects the costs of preparation and transmittal of the data for such purposes;
    - C. For treatment and payment purposes;
    - D. For the sale, transfer, merger or consolidation of all or part of the health department with another Covered Entity, and due diligence related to such activity;
    - E. For remuneration that is provided by the health department to a Business Associate for activities involving the exchange of PHI that the Business Associate undertakes on SCHD's behalf and at the agency's specific request pursuant to a Business Associate Agreement;
    - F. To provide a patient with a copy of the patient's PHI pursuant to Section 7 of this Manual;
    - G. As required by law; or
    - H. For any other purpose permitted by or in accordance with the Privacy Rule where the only remuneration received by SCHD is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee otherwise expressly permitted by other law.
  6. Any offer of remuneration in exchange for PHI will be directed to the SCHD Privacy Officer.
  7. Prior to any disclosure of PHI under this policy, SCHD will verify the identity of the person requesting the PHI and the authority of any such person to have access to the patient's PHI, if the identity or any such authority of the person is not known to SCHD; the agency will obtain any documentation, statements or representations, oral or written, from the entity requesting the PHI when such documentation, statement or representation is pertinent to the disclosure.
  8. SCHD can accept a government agency's authorization form as long as it meets the requirements of "Authorization Form" #1-9 above.
  9. The patient may receive a copy of the authorization, upon request.
  10. SCHD workforce will document in the patient's medical record that the patient's authorization was obtained for the specific use or disclosure and will retain the signed authorization in the patient's medical chart, in either written or electronic form, for at least six years from the date when it last was in effect. If the patient revokes the

authorization, SCHD will document such revocation in the patient's medical record and retain the signed revocation in the same manner as an authorization.



**Sampson County Health Department**  
**Section 5: Minimum Necessary Use & Disclosure of PHI**

**Purpose:**

To set forth the requirements for making reasonable efforts to limit the use and disclosure of individually identifiable health information (IIHI) and/or protected health information (PHI) to that which is minimally necessary.

**Policy:**

Except as otherwise stated in this policy, when Sampson County Health Department (SCHD) uses or discloses PHI, or when SCHD requests PHI from another Covered Entity or Business Associate, the SCHD will make reasonable efforts to limit the information to the extent practicable, to the Limited Data Set or, if needed by the health department, to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, respectively.

The minimum necessary requirement applies to: 1) Uses or disclosures for payment or health care operations; 2) Uses or disclosures requiring the patient to have an opportunity to agree or object; 3) Uses or disclosures that are permitted without the patient's permission (except for those required by law or specified otherwise in the Sampson County Health Department HIPAA Privacy Rule Policy Manual; and 4) Uses or disclosures by External Business Associates.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.502(b).  
45 CFR, Part § 164.514(d).

**Responsible Persons:**

All Sampson County Health Department workforce

**Procedures:**

**Exceptions to the Policy:**

SCHD uses and disclosures of PHI, and requests for PHI, that are not subject to this policy requiring that the minimum necessary information be used or disclosed, are as follows:

1. Disclosures to or requests by a health care provider for treatment purposes, including SCHD's requests for disclosure of PHI for Treatment purposes.
2. Disclosures made to the patient, including but not limited to disclosures made to the patient pursuant to the patient's request to access his or her record or for an accounting of

- disclosures made by SCHD of the patient's PHI;
3. Uses or disclosures made pursuant to a patient's authorization that meets the requirements of Section 4 of this Manual.
  4. Disclosures made to the Secretary of HHS related to enforcement of the requirements of the HIPAA privacy standard.
  5. Uses or disclosures required by other law as described in Section 3 of this Manual.
  6. Uses or disclosures that are required for compliance with the requirements of the HIPAA privacy standard.
  7. PHI that has been de-identified, as specified in the Privacy Rule.

Situations Where the Policy Applies:

1. Uses of PHI:
  - A. SCHD has established which persons or categories of persons in the agency need access to PHI to carry out their duties.
  - B. For each such person or category, SCHD has determined the types of PHI to which access is needed, including identification of those persons or classes of persons in the health department who need to see the entire medical record, and any conditions that exist for access (job role-based access).
  - C. SCHD will make reasonable efforts to limit the access only to the amount of information needed by the person in order to carry out the duties of that position or to accomplish the required use.
2. Disclosures of PHI:
  - A. For disclosures of PHI that SCHD makes on a routine and recurring basis, SCHD has established a standard protocol for limiting the PHI disclosed to the minimum amount reasonably necessary to achieve the purpose of the disclosure.
  - B. For non-routine disclosures, SCHD has developed criteria designed to limit the PHI disclosed to the minimum information reasonably necessary to accomplish the purpose of the disclosure. SCHD will review requests for such non-routine disclosures on an individual, case-by-case basis for conformance with these criteria.
  - C. The criteria for non-routine disclosures do not need to be applied when a request for disclosure is received in the following situations and the request appears to reasonably limit the disclosure to the minimum necessary under the particular circumstances of the request:
    1. Requests for disclosures received from a health care provider, health plan or health care clearinghouse.
    2. Requests for disclosures received from public officials in those situations identified in Section 3 of this Manual (No Authorization Required) and the public official represents that the information requested is the minimum necessary.
    3. Requests for disclosures received from a professional member of the health department, or from one of SCHD's business associates for the purpose of providing professional services to the agency, if the professional represents that the information requested is the minimum necessary for the stated

- purpose.
  - 4. Requests for disclosures received from a researcher with appropriate documentation from an Institutional Review Board or Privacy Board.
3. Requests for PHI:
- A. SCHD will limit any request for PHI made to another health care provider, a health plan, or a health care clearinghouse to that which is reasonably necessary to accomplish the needed purposes.
  - B. For requests made on a routine and recurring basis, SCHD has a protocol that limits the PHI requested to the amount reasonably necessary to accomplish the needed purposes.
  - C. For requests on a non-routine or non-recurring basis, SCHD have developed criteria designed to limit the request for PHI to the information reasonably necessary to accomplish the needed purposes. SCHD will review such non-routine requests on an individual basis for conformance with these criteria.
4. For both routine and non-routine disclosures and requests, SCHD has identified the circumstances under which the entire medical record is reasonably necessary for particular purposes.
5. SCHD will reasonably rely on requests from the business associate of another health care provider, health plan or health care clearinghouse for the disclosure of PHI as meeting the minimum necessary requirement for the intended purpose.
6. SCHD will make reasonable expenditures to implement technologically feasible approaches in complying with this Minimum Necessary Policy – see Section 11 of this Manual: Safeguarding PHI.

**Sampson County Health Department**  
**Section 6: Uses and Disclosures of Protected Health Information-**  
**Opportunity to Agree or Object**

**Purpose:**

To establish guidelines for the use and disclosure of protected health information (PHI).

**Policy:**

The Sampson County Health Department (SCHD) may use and disclose PHI in certain situations where it is necessary or beneficial to involve others in the patient's health care or to notify others of the patient's status or condition. In these situations, the patient has the opportunity to agree or object to the use or disclosure of all or part of the patient's PHI for these purposes.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.510.  
45 CFR, Part § 164.514.

**Responsible Persons:**

All Sampson County Health Department workforce

**Procedures:**

**Uses and Disclosures:**

1. SCHD will make the following disclosures for involvement in the patient's care and notification purposes:
  - A. Disclosing to a family member, other relative, close personal friend of the patient, or any other person identified by the patient, PHI that is directly relevant to that person's involvement in the patient's health care or payment related to the patient's health care.
  - B. Using or disclosing PHI to notify, or assist in the notification of, a family member, a personal representative of the patient or another person who is responsible for the patient's care, of the patient's location, general condition or death.
  - C. Disclosing PHI to any person identified in 1.A and .B above, who was involved in the patient's care or payment for the patient's health care prior to the patient's death, PHI of the patient that is relevant to such person's involvement, unless doing so is

inconsistent with any prior expressed preference of the individual that is known to SCHD.

2. If the patient is present or otherwise available prior to using or disclosing their PHI in this way, and the patient has the capacity to make health care decisions, SCHD will only disclose the information if SCHD:
  - A. Provides the patient with the opportunity to agree or object to the disclosure, and the individual does not express an objection (SCHD can inform the patient orally and accept the patient's oral agreement or objection and will document such agreement or objection in the patient's medical record); or
  - B. Can reasonably infer from the circumstances, based on professional judgment, the patient does not object to the disclosure.
3. If the patient is not present, or it is impractical to offer the patient the opportunity to agree or object to a use or disclosure of their PHI in these situations, because the individual is incapacitated or an emergency exists:
  - A. SCHD will use professional judgment to determine whether the disclosure is in the best interests of the patient; and
  - B. If SCHD determine disclosure is appropriate, SCHD will disclose only that PHI which is directly relevant to the person's involvement in the patient's care or payment related to the patient's health care or needed for notification purposes.
4. If the patient is not present, SCHD will use professional judgment and experience with common practice to allow another person acting on the patient's behalf to pick up medical supplies, or other similar forms of PHI because it is in the patient's best interest.
5. SCHD may use or may disclose a patient's PHI to a public or private entity authorized to assist in disaster relief efforts for coordinating with them in notifying family members or other individuals involved in the patient's health care. In such situations, SCHD will still follow the procedures of Subsections 1 through 4 of this Policy if, in SCHD's professional judgment, to do so will not interfere with the ability to respond to the emergency circumstances.

Patient Request for Special Restrictions on Disclosures to Others:

A patient may request that SCHD restrict disclosures otherwise allowed under this Policy. Any such requests will be directed to the Privacy Officer who may consult with the County's legal counsel.



**Sampson County Health Department**  
**Section 7: Access of Individuals to Protected Health Information (PHI)**

**Purpose:**

To outline the steps when an individual makes a request to inspect and obtain a copy of the Protected Health Information (PHI)

**Policy:**

The Sampson County Health Department (SCHD), in accordance with this policy, will provide a patient the right to inspect and obtain a copy of the patient's PHI for as long as the agency maintains the information.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996. 45 CFR, Part § 164.524.

**Responsible Persons:**

All Sampson County Health Department workforce

**Procedures:**

**General Procedures:**

1. A patient of SCHD can request to inspect and/or obtain a copy of their PHI that is maintained in a Designated Record Set and SCHD will provide such access, unless access is to be limited as required in this Policy.
2. A Personal Representative of a patient may also be permitted to access the patient's PHI, in accordance with this Policy.
3. If SCHD does not maintain the PHI that is the subject of the request and SCHD is aware of where the requested information is maintained, SCHD will inform the patient where to direct the request for access.

**Requests for Access and Responding to Requests:**

1. All requests for inspection and/or copying of a patient's PHI must be in writing.
2. Patients will be advised of the requirement in the Notice of Privacy Practices. The requests will be directed to the Privacy Officer.
3. SCHD may choose to provide a summary of the requested information. Patients will be advised in the Notice of Privacy Practices of this alternative. SCHD may only provide a

- summary if the patient agrees in advance to receive a summary of their PHI.
4. The health department will respond to a request for inspection or copying within thirty (30) days of receipt of the written request.
  5. If the patient requests, SCHD will mail the copy of the PHI or the summary of the PHI, as agreed upon, to another person specified by the patient if the patient's request is in a writing signed by the patient and clearly identifying the designated person and where to send the copy of the PHI.
  6. If SCHD maintains an electronic health record that contains the PHI requested by the patient, the patient has the right to obtain a copy of that information in an electronic form and format they request, if it is readily producible; if not, a readable electronic form and format as agreed between SCHD and the patient will be provided.
  7. The patient may choose to direct SCHD to transmit such copy directly to an entity or person designated by the patient, provided that any such choice is clear, conspicuous, and specific.
  8. SCHD will charge a fee for the copy of the patient's PHI or for a summary of the PHI that is reasonable and cost-based, including in all cases any charge limits imposed by federal and/or state law.
  9. Any fee imposed for providing an electronic copy or summary of PHI will not be greater than the labor costs accrued in responding to the request and the supplies for creating the electronic media if the individual requests that the electronic copy be provided on portable media, again as limited by federal or state law.
  10. Patients will be notified in the SCHD Notice of Privacy Practices that a fee will be charged and patients will be advised of the fee.
  11. SCHD will not refuse to provide a patient with a copy of his or her medical record due solely to the fact that the patient has an outstanding balance with the agency, when it is known to us that the record is needed by another health care professional for the purpose of rendering care to the patient. In all other cases, the copying fee must be paid prior to or at the time the copy is provided to the patient or personal representative. **This includes clients calling in/walking in a requesting copies and clients that are in the building receiving services. The only exception will be clients in the building requesting a copy of their records for the services provided that day.**
  12. If the patient requests only to inspect his or her PHI, SCHD will arrange with the patient for a convenient time, no later than 30 days from the request, and place, if the inspection will not occur at SCHD.
  13. All inspections of PHI by patients or personal representatives will be under the personal supervision of a designated SCHD staff member.
  14. For any state or federal agency or official request, by subpoena or by demand for statement in writing under oath or otherwise, requests a patient's PHI, the SCHD Privacy Officer will contact the County legal counsel immediately.

Denying or Limiting Access:

1. SCHD may deny or limit access to a patient's PHI, ***without any right to a review of*** SCHD's decision, if the information:
  - A. Is psychotherapy notes.
  - B. Has been compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding.
  - C. Is that of an inmate in a correctional institution and SCHD's Medical Providers

- were acting under the direction of the correctional institution, and certain circumstances exist which prohibit providing a copy of PHI to the inmate (to be determined by the SCHD Privacy Officer).
- D. Was obtained by SCHD in the course of research that includes treatment of the research participant, while the research is in progress, under certain circumstances (to be determined by the SCHD Privacy Officer).
  - E. Is subject to the Privacy Act, as required by that Act.
  - F. Was obtained by SCHD from someone other than a health care provider, under a promise of confidentiality, and the requested access would be reasonably likely to reveal the source of the information.
2. SCHD may deny or limit access to a patient's PHI, **with the right to a review of SCHD's decision, in the following situations:**
- A. A licensed health care professional in the health department has determined that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person.
  - B. The information references another person (unless such other person is a health care provider) and a licensed health care professional has determined that the access requested is reasonably likely to cause substantial harm to that other person.
  - C. Access is requested by a personal representative of the patient and a licensed health care professional has determined that access by that person is reasonably likely to cause substantial harm to the patient or another person.
  - D. A licensed health care professional has reason to believe that the patient's mental or physical condition will be adversely affected upon being made aware of the subjective information contained in the PHI (or a summary of the PHI); in this case, the PHI can be provided, if requested by the patient (with an accompanying notice setting forth the reasons for the original refusal) directly to the patient's attorney, another licensed health care professional, the patient's health insurance carrier (through an employee of the carrier), or to a governmental reimbursement program or to an agent of such program who has responsibility to review utilization and/or quality of care.
3. The determination of whether to deny or limit access will be made by a licensed medical provider of SCHD in conjunction with the Privacy Officer.
4. SCHD will provide a patient with a written notice of denial or limitation of access which will contain: the reason for such denial or limitation; a statement of the patient's right to a review of the denial, if such right exists; how to exercise the review rights; and a description of SCHD's complaint procedures (see Section 13 of this Policy Manual), including the name or title and telephone number of the SCHD Privacy Officer as the contact person.
5. If SCHD denies the patient access to some of his/her PHI, SCHD will, to the extent possible, give the patient access to any other of the patient's PHI requested by the patient, where no grounds exist to deny such access.

Appeal of a Decision to Deny Access:

1. A patient may request a review of a denial of access that was made based on one of the reasons under the “Denying or Limiting Access” section above.
2. Requests for review of a denial of access must be in writing and will be directed to the Privacy Officer who will promptly refer the request for review by the person designated pursuant to #3 below.
3. Review of the denial of access will, within a reasonable period of time, be performed by a physician or other licensed health care professional designated by the SCHD Privacy Officer and who did not participate in the original decision to deny access.
4. Where no other physician or licensed health care professional of SCHD Practice exists or is available, the review will be conducted by another health care professional designated by the SCHD Privacy Officer.
5. The health department will conduct the review within a reasonable period of time and will attempt to conduct the review within 30 days of the request for review. Once the review is complete, SCHD will promptly provide a written response to the patient setting forth the decision of the reviewing professional and will provide access or deny access based on that decision.
6. SCHD will maintain a copy of the inspection/copying request form in the patient’s medical record, including documentation on the form of the response, and the results of any appeal and review that may have occurred.

**Sampson County Health Department**  
**Section 8: Accounting for Disclosures of**  
**Protected Health Information (PHI)**

**Purpose:**

To outline the procedure to be followed when an individual requests an accounting of disclosures of his or her Protected Health Information (PHI) made by a covered entity as defined in this section.

**Policy:**

The Sampson County Health Department (SCHD) will provide patients with an accounting of disclosures of their PHI as required under federal and state law and regulations.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules and Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.528.

**Responsible Persons:**

Health Department workforce

**Procedures:**

1. A patient of the SCHD may request and has a right to receive an accounting of disclosures the health department has made of the patient's PHI, except as limited by this Policy.
2. A patient may request an accounting for a time period of up to six (6) years prior to the date of his or her request. The accounting will include disclosures made to or by the business associates.
3. All requests must be in writing and will be directed to the SCHD Privacy Officer.
4. Accounting does not need to disclosures made:
  - A. To carry out Treatment, Payment or Health Care Operations ("TPO") of SCHD, except as set forth in #8 below.
  - B. To patients about their own PHI.
  - C. Pursuant to an authorization made by the patient or the patient's personal representative regarding the patient's PHI.
  - D. To individuals involved in the patient's care or for other allowed notification purposes.
  - E. Incident to a use or disclosure otherwise permitted or required by the Privacy Rule and this Policy Manual.



- F. For national security or intelligence purposes.
  - G. To correctional institutions or law enforcement officials.
  - H. As part of a Limited Data Set
5. In order to provide this accounting to the patients, SCHD will maintain a log or record of all disclosures, other than those excluded under #4 above, of a patient's PHI, for a six (6) year period along with a copy of every accounting made to a patient.
6. A request for an accounting of disclosures will be acted upon within sixty (60) days of receipt of the request.
7. A one-time thirty (30) day extension may be allowed if the patient has been notified, within the initial 60-day period, of the reasons for the delay and the date by which SCHD will provide the accounting.
8. SCHD may choose to provide an accounting of all disclosures made by the health department and by any Business Associate acting on SCHD's behalf; or an accounting of all disclosures made by SCHD and provide to the patient a list of all Business Associates acting on the behalf, including contact information for such Business Associates (such as mailing address, phone, and email address), in which case such Business Associates will provide an accounting of their disclosures upon a request made by SCHD's patient directly to the Business Associate. The SCHD Privacy Officer will determine which option is chosen.
9. For each disclosure for which SCHD is required to provide an accounting under this Policy, SCHD will maintain the following information and will provide the information in the accounting to the patient:
- A. The date of the disclosure.
  - B. The name of the entity or person who received the PHI and, if known, the address of such entity or person.
  - C. A brief description of the PHI disclosed.
  - D. A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or, in lieu of such statement, a copy of a written request by the DHHS Secretary for a disclosure to investigate or determine SCHD's compliance with the HIPAA privacy standard or a written request received for a disclosure made under "Section 3: Uses and Disclosures of Protected Health Information Not Requiring Patient Authorization."
10. If, during the period covered by the accounting, SCHD have made multiple disclosures of PHI to the same person or entity for a single purpose, the accounting may provide:
- A. The information required in this Policy for the first disclosure during the accounting period.
  - B. The frequency, periodicity, or number of the disclosures made during the accounting period.
  - C. The date of the last such disclosure during the accounting period.
11. If any disclosures of a patient's PHI involved a particular research purpose, the SCHD Privacy Officer will determine the manner of the agency log of disclosures and the manner of disclosing the accounting to the particular patient.
12. The first accounting provided to a patient in any 12-month period will be without charge.

~~13. SCHD will charge a reasonable, cost-based fee for each subsequent request for an accounting by the same patient within a 12-month period and will inform the patient in advance of the fee; the patient will have an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.~~

12. Accounting disclosure summaries will be provided to the client at no cost.

13. SCHD will temporarily suspend a patient's right to receive an accounting of disclosures that the Health Department has made to a health oversight agency or law enforcement official (see Section 3 of this Policy Manual), for the time specified by such agency or official, if such agency or official has provided SCHD with a written statement that such an accounting to the patient would be reasonably likely to impede the agency's activities and specifying the time for which such a suspension is required. If the agency or official statement is made orally, SCHD will:

- A. Document the statement, including the identity of the agency or official making the statement.
- B. Temporarily suspend the patient's right to an accounting of disclosures subject to the statement.
- C. Limit the temporary suspension to no longer than thirty (30) days from the date of the oral statement, unless the appropriate written statement is submitted to us by the agency or official during that time.

**Sampson County Health Department**  
**Section 9: Amendment of Protected Health Information (PHI)**

**Purpose:**

To comply with HIPAA requirements, which provides that individuals may seek to amend their Protected Health Information (PHI) maintained in a designated record set.

**Policy:**

The health department in accordance with this policy, will provide the patients the opportunity to request amendment of their PHI that we maintain and, where appropriate under this policy, the right to have their PHI amended.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.526.

**Responsible Persons:**

Health Department workforce

**Procedures:**

**Receiving and Acting Upon a Request for Amendment:**

1. A SCHD patient can request to have his/her PHI amended. The SCHD Notice of Privacy Practices will advise all patients that such a request must be in writing and must state a specific reason supporting the requested amendment.
2. All requests for amendment of PHI will be directed to the SCHD Privacy Officer.
3. Action upon the request for amendment will occur within sixty (60) days of receipt.
4. A one-time extension of not more than thirty (30) days may be allowed if the health department, before the end of the initial sixty-day period, provides a written notice to the requestor of the reason for the delay and the date by which SCHD intends to complete its action on the request.
5. The Privacy Officer will track the progress of each request for amendment to attempt to ensure compliance with these timeframes.
6. The Privacy Officer will review the amendment request for the following elements:
  - A. The reason for the requested amendment, such as how the information is

- incorrect or incomplete.
  - B. Whether the requested amendment is for:
    - 1. Administrative information; and/or
    - 2. Medical information, including the source, if known, the date(s) of service, and the specific provider of service;
  - C. Whether the health department was the originator of the information.
  - D. The specific wording requested to correct the alleged inaccuracy or incompleteness.
7. The Privacy Officer will make a preliminary determination regarding whether an amendment request should be honored, and will then consult with the physician, other health care professional, or administrative staff person of SCHD who provided the care and/or made the entry that is the subject of the amendment.
  8. If that physician, health care professional or administrative staff person agrees with the Privacy Officer's preliminary determination, the Privacy Officer will obtain final approval from a Medical Provider.
  9. If such final approval is obtained, the Privacy Officer will proceed with the amendment or denial of amendment, pursuant to this policy.
  10. If a determination as to whether to accept or deny the amendment cannot be made internally, the Privacy Officer will notify the County legal counsel and request a resolution of the disagreement.

Denying a Request for Amendment:

1. SCHD may deny a request for an amendment in the following situations:
  - A. SCHD did not create the information, unless the patient provides a reasonable basis to believe that the originator of the PHI is no longer available to act on the requested amendment.
  - B. The information is not part of the records for a patient.
  - C. The information would not otherwise be available for inspection (see Section 7 regarding Access to PHI).
  - D. The health department determines that the information in dispute is neither inaccurate nor incomplete.
2. If SCHD determines that it will deny a request for amendment, in whole or in part, the Privacy Officer will provide written notice to the requestor, within the timeframe stated in "Receiving and Acting Upon a Request for Amendment" #4, advising of the decision to deny amendment, stating the reason for the denial, and advising of the complaint procedures – see Section 13 of this Policy Manual.
3. The written notice will also advise the requestor that the individual may submit to the Privacy Officer a written statement of disagreement with the denial, stating the basis for such disagreement.
4. In most cases, the length of the statement of disagreement will be limited to one (1) page, unless it is unreasonable in the particular circumstance to impose such a limit.
5. If the patient does not submit a statement of disagreement, the patient may request that

- SCHD provide the patient's request for amendment, and the denial, with any future disclosures of the PHI that is the subject of the requested amendment.
6. If a statement of disagreement is received from a requestor, the Privacy Officer, in consultation with the pertinent physician, health care professional or administrative staff person, will determine whether to prepare a rebuttal statement. If a rebuttal statement is prepared, SCHD will provide a copy to the requestor.
  7. The denial and the disagreement and rebuttal statement, if any--will be linked to the PHI in dispute by scanning and attaching these documents to the disputed information in the patient's record.
  8. Whenever the disputed information is disclosed to another person or entity, the information will include the denial and, if any exists, the statement of disagreement and the rebuttal.
  9. Alternatively, SCHD can provide a summary of any of the foregoing information.
  10. If the patient has not submitted a statement of disagreement, SCHD will include the patient's request for amendment and the denial, or a summary of the information, with any future disclosure of the patient's PHI only if the patient has requested such action.
  11. If such a subsequent disclosure is made using a standard transaction under the HIPAA Transaction Rule that cannot accommodate the denial, disagreement and rebuttal, SCHD will separately disclose the denial, disagreement, and rebuttal to the recipient of the transaction.

Accepting the Request for Amendment:

1. If a determination is made to make the requested amendment, the Privacy Officer will provide written notification to the requestor that the requested amendment has been approved and the exact wording of the amendment.
2. The SCHD Privacy Officer will seek the requestor's identification of, and agreement to, the relevant persons identified by the Privacy Officer as persons or entities with whom the amendment needs to be shared.
3. The requestor will have ten (10) days to object to the form of amendment or to the persons with whom the amendment will be shared. If no objection is received within that time period, the amendment will be made in the PHI and the identified parties notified.
4. The Privacy Officer will identify the records in the designated record set for the patient that are affected by the amendment and append or otherwise provide a link to the location of the amendment.
5. The Privacy Officer will, within a reasonable period of time (but no longer than thirty [30] days), take reasonable efforts, such as send written notification by certified mail with return receipt requested, to provide the exact wording of the amendment to:
  - A. Such persons or entities that the patient has identified as having received the relevant portion of the patient's PHI from the health department; and
  - B. Such persons, including SCHD business associate that SCHD has identified as having received the relevant portion of the patient's PHI from the health department and who may have relied, or could foreseeably rely, on such information to the detriment of the patient.

Making the Amendment:

1. The SCHD Privacy Officer, or his/her designee, will identify all media forms in which SCHD maintains the information to be amended, i.e., paper, microfiche, microfilm, automated data processing or other electronic medium, and will cross check across all systems and applications maintained by the agency to ensure that the amendment is made, stored (as necessary), and susceptible to audit trails.
2. In no case will the Privacy Officer, a physician or any other person of the SCHD delete, erase, and/or “white out” or otherwise obliterate medical information in a patient’s record. Any correction or addition to a patient’s PHI will be clearly identified as a correction or addition to the original and will be dated and initialed by the physician or other person who made the entry.

Requests for Amendment where SCHD was not the Originator of the Information:

1. If a request for amendment applies to information for which the health department was not the originator, the Privacy Officer will contact the requestor and advise the requestor to seek amendment from the originator of the information.
2. If the requestor notifies us of a reasonable basis to believe that the originator is no longer available to act on a requested amendment, the Privacy Officer will make a reasonable attempt to confirm the unavailability. If the originator’s unavailability is confirmed, the health department will act on the request for amendment as though the health department created the information.

Amendments Received from Other Covered Entities:

1. If SCHD is informed by another health care provider, a health care plan or a health care clearinghouse of an amendment to a patient’s PHI, SCHD will amend the patient’s PHI that the agency maintains accordingly.
2. The Privacy Officer will:
  - A. Document in the patient’s record that the approved amendment has been received from another source and the identity of the source providing the amendment;
  - B. Ensure that the amendment is properly made in the PHI that is held by the health department; and
  - C. If the patient whose PHI is amended is a current patient of the health department, alert the treating provider(s) for that patient of the amendment that has been made.



**Sampson County Health Department**  
**Section 10: Business Associates**

**Purpose:**

To establish guidelines and provide assurances from Sampson County Health Department (SCHD) business associates that the business associates will appropriately safeguard the protected health information (PHI) it receives or creates on behalf of SCHD.

**Policy:**

Before the Sampson County Health Department (SCHD) can disclose PHI to a Business Associate, or allow a Business Associate to create, receive, maintain or transmit PHI on the behalf, the health department will obtain satisfactory assurances that the Business Associate will use or disclose the PHI only as permitted or required by the Business Associate Agreement, will safeguard the PHI from misuse, will help the health department comply with its duties under HIPAA and the Data Breach Notification Rule, and will secure these same assurances from any Subcontractor of the Business Associate. The Business Associate cannot use or disclose PHI provided by us in any manner that would not be a permissible use or disclosure by the health department under the Privacy Rule.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part § 164.103.

45 CFR, Part § 164.502(e).

45 CFR, Part § 164.504(e).

45 CFR, Part § 164.532 (d) & (e).

**Responsible Persons:**

Health Department workforce

**Procedures:**

**Business Associates; Business Associate Agreements:**

1. For each new arrangement in which SCHD plans to retain a person or entity to perform a function, activity or service on behalf of the agency, the Privacy Officer will first consult the definition of Business Associate in the Glossary of Terms to determine whether the person or entity is to be treated as a Business Associate of the health department.
2. The health department will enter into a written Business Associate Agreement with

every person or entity who meets the definition of a Business Associate as set forth in the Glossary. The Privacy Officer will consult the SCHD Business Associate Agreement and contact the the County legal counsel as necessary to assist in negotiation and/or preparation of the necessary agreement.

3. Any Business Associate Agreement the health department enters into will meet the requirements of 45 C.F.R. §164.504(e) (1).
4. If a Business Associate presents to the health department the Business Associate's own proposed Business Associate Agreement, the Privacy Officer will compare the proposed agreement to the SCHD Business Associate Agreement and contact the County legal counsel as necessary to assist in negotiation of necessary revisions to the proposed agreement(s).
5. If SCHD has a Business Associate Agreement with an existing Business Associate Agreement that does not address requirements under the Data Breach Notification Rule or is not in compliance with the HITECH Act, SCHD will enter into an Amended and Restated Business Associate Agreement and contact the County legal counsel as necessary for assistance.

#### Confidentiality Agreements:

If the Privacy Officer identifies a person or entity that is not a Business Associate and who may have more than incidental or inadvertent access or exposure to PHI held by the SCHD, the Privacy Officer will seek to enter into a confidentiality agreement with that person or entity and will obtain the advice of the County legal counsel as necessary.

#### Responding to Violations by a Business Associate:

1. If any SCHD workforce receives any information leading him/her to believe that a SCHD Business Associate (or an employee or agent of one of the Business Associates) is violating a provision of the Business Associate Agreement or is engaged in some activity that could result in a violation of SCHD privacy policies and procedures, that person will immediately notify and provide that information to the Privacy Officer.
2. The Privacy Officer will keep a record of information provided to him/her pursuant to #1 above. If the information provided appears credible, the Privacy Officer:
  - A. Will contact the Business Associate to discuss the problem; or
  - B. May contact the County legal counsel prior to contacting the Business Associate.
3. If the information received by the Privacy Officer reflects a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the agreement with that entity or person, the Privacy Officer will notify the County legal counsel for further action as required by the HIPAA Privacy Rule.

**Sampson County Health Department**  
**Section 11: Safeguarding Protected Health Information (PHI)**

**Purpose:**

To establish guidelines for safeguarding protected health information (PHI).

**Policy:**

The health department will provide appropriate administrative, technical, and physical safeguards to try to reasonably safeguard the patients' PHI.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part § 164.530 (c).

**Responsible Persons:**

Health Department workforce

**Procedures:**

**Safeguard Implementation:**

1. The health department will implement safeguards to reasonably:
  - A. Protect SCHD patients' PHI from intentional or unintentional use or disclosure in violation of the Privacy Rule and the policies and procedures; and
  - B. Limit incidental uses or disclosures that may occur as a result of an otherwise permitted or required use or disclosure of PHI.
  
2. In determining what type of safeguards to implement, SCHD will take into consideration agency needs and circumstances, such as:
  - A. The nature of the PHI held.
  - B. The potential risks to patients' privacy
  - C. The potential effects on patient care.
  - D. The financial and administrative burden of implementing particular safeguards.

**Types of Safeguards:**

Types of safeguards include:

1. Development, implementation, and periodic review and revision of the policies and procedures in HIPAA Policy Manual.
2. The designation of the Privacy Officer as the person responsible for implementing policies and procedures, receiving complaints, and, along with his/her designee, providing information regarding SCHD's Notice of Privacy Practices.
- ~~3. Proper storage and disposal of documents and records, such as shredding documents and records prior to disposal.?????~~
- ~~4. Speaking quietly when discussing a patient's condition with family members in a waiting room or other public area.????~~
- ~~5. Avoiding use of patients' names in public hallways and other public areas of the agency. ?????~~
3. Examples of types of safeguards may include:
  - A. Proper storage and disposal of documents and records
  - B. Speaking quietly when discussing a client's condition with family members in the lobby or other public area.
  - C. Avoiding use of clients' name in public hallways and other public areas of the agency.
  - D. Refer to the SCHD Information Security Policy for further details.
4. In areas where multiple patient-staff communications routinely occur, use of private offices with doors, cubicles, dividers, shields, curtains, or similar barriers as is reasonable for the agency.
5. Posting signs to remind employees to protect patient confidentiality.
6. Utilizing a patient sign-in sheet that does not include any of a patient's health information and, when calling out patient names or addressing patients in the waiting area, limiting the information disclosed, such as referring the patients to an area in the agency where they can receive further instructions in a more confidential manner.
7. Eliminating the posting of PHI in public areas where unauthorized persons can view the information.
8. Isolating or locking file cabinets or records rooms, or otherwise restricting medical records from access by unauthorized persons, such as maintaining reasonable supervision of these areas.
9. Computer Use:
  - A. When maintaining computers outside of exam rooms, using such measures as reasonably limit access to these areas, such as ensuring that the area is supervised, escorting non-SCHD workforce in the area, and/or placing patient records in their holders with identifying information facing the door or wall or otherwise covered to ensure health information about the patient is not visible to others.
  - B. Imposing security measures on computers and other systems containing PHI, such as restrictions on workstation use, unique user ID's and strong passwords to access such computers, and firewalls.
  - C. Limiting visual access to computer monitors to avoid incidental disclosure of information to unauthorized persons by utilizing screen protectors, automatic

screen-savers with password re-entry, inactive screen time limits and automatic log-off.

10. Determining which SCHD workforce has access to keys and/or combinations to gain access to offices and/or to areas housing PHI and limiting such access to those whose duties require this level of access.
11. Establishing a disaster recovery plan, both for paper and electronic records.
12. Establishing a reporting and response system for security violations, in conjunction with SCHD's Data Breach Notification Policy.
13. Providing periodic security awareness training to SCHD workforce – see Section 12: Training.

**References:**

SCHD Information Security Policy 2018

**Sampson County Health Department**  
**Section 12: Training**

**Purpose:**

To establish and provide training for the Sampson County Health Department (SCHD) workforce.

**Policy:**

The Sampson County Health Department will provide training to all SCHD workforce on the policies and procedures of the HIPAA Policy Manual, as necessary and appropriate for them to carry out their function and duties within the department.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.  
45 CFR, Part § 164.530 (b).

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

1. The Privacy Officer will develop and implement a training program for SCHD workforce to include the following:
  - A. Making a copy of the HIPAA Policy Manual available to all Members of SCHD workforce for:
    1. Reviewing each section of the Manual prior to training.
    2. Individual review of the Manual
    3. Consulting the Manual on an as-needed basis.
  - B. Informal awareness training regarding privacy and security of PHI, including application of the minimum necessary principle for disclosure of PHI see Section 5.
  - C. Periodic reminders about the need to make good faith efforts to maintain the privacy and security of SCHD patients' PHI.
  - D. Education concerning computer virus protection, detection, and response to a virus infection.
  - E. Education about the importance of a computer use requirements, secure login and SCHD's policy regarding creating, changing, and protecting the confidentiality of



computer passwords and other security measures.

2. The health department will provide HIPAA training as follows:
  - A. To each new employee within thirty (30) days of hire.
  - B. Annually to all SCHD workforce.
  - C. To SCHD workforce whose job functions are affected by:
    1. A material change in SCHD's HIPAA policies and/or procedures; or
    2. A material change in the HIPAA Privacy Rule, with such training to occur within a reasonable period of time after the material change becomes effective.
  - D. SCHD workforce will sign a log indicating the date and content of training received.
3. All new workforce will sign a confidentiality agreement stating that:
  1. The person has reviewed and understands SCHD's HIPAA privacy policies and procedures.
  2. The person will comply with the HIPAA policies and procedures.
  3. The person understands it is his/her responsibility to protect and maintain the privacy and security of SCHD patients' PHI.
4. The Privacy Officer will maintain records documenting that the training required by this policy is provided.

**Sampson County Health Department**  
**Section 13: Privacy Rule Complaints to the Agency -Mitigation**

**Purpose:**

To address the patient's right to file a complaint if a person believes Sampson County Health Department (SCHD) is: not complying with the requirements of the HIPAA Privacy Rule or SCHD's privacy policies and procedures; or has complaints concerning the health department's own privacy policies and procedures.

**Policy:**

The Health Department will assure a patient's right to file a complaint with the Sampson County Health Department (SCHD) and the Secretary of the Department of Health and Human Services if the patient believes privacy rights were violated and will assure that complaint investigations meet the requirements of the privacy rule. This policy will establish the procedure for the reception, investigation and resolution of privacy complaints at the SCHD.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996. 45 CFR, Part § 164.530 (d) & (f).

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

**General Procedures:**

1. A SCHD patient who has a complaint about HIPAA policies and procedures regarding the handling of PHI, about SCHD's compliance with such policies and procedures or with the Privacy Rule, may file a complaint with the Privacy Officer.
2. A complaint must be filed within 180 days in writing of when the person filing knew, or should have known, that the act of omission occurred, and must state the specific nature of the problem with SCHD policies and procedures or the specific area of alleged non-compliance.
3. The Privacy Officer will acknowledge to the patient, in writing, that SCHD received the complaint and that it will be addressed appropriately and a response provided to the patient.
4. As specified in Section 2: Notice of Privacy Practices, a patient may also file a complaint directly with the Office for Civil Rights (OCR) - see the Glossary.

5. The address for filing a complaint with the OCR will be provided to any person, upon request:

Timothy Noonan, Regional Manager  
Office for Civil Rights  
U.S. Department of Health and Human Services Sam Nun Atlanta Federal Center,  
Suite 16T70  
61 Forsythe Street, S.W.  
Atlanta, GA 30303-8909  
Customer Response Center: (800) 368-1019  
Fax: (202) 619-3818  
TDD: (800) 537-7697  
Email: ocrmail@dhhs.gov

6. A complaint to SCHD will be acted upon as soon as reasonably possible and at least within thirty (30) days of receipt of the complaint.
7. Upon receipt of a complaint, the Privacy Officer will review the complaint and may notify the County legal counsel for retention in reviewing, investigating, and formulating a response to the complaint.
8. Once the investigation into the complaint has been concluded, the Privacy Officer, in conjunction with legal counsel, will formulate an appropriate response to the complainant.
9. If the investigation of the complaint revealed a problem with SCHD policies and procedures, or a failure to comply with such policies and procedures or with applicable law or regulations, the Privacy Officer, in conjunction with the County legal counsel, will formulate corrective action intended to remedy the problem or non-compliance including, as appropriate, imposing sanctions pursuant to Section 15 of this Manual.
10. If the violation is found to involve a Business Associate of the department, SCHD will take the steps required by Section 10 of this Policy Manual, regarding the health department's Business Associates.
11. The SCHD Privacy Officer will document all complaints received and their disposition.
12. Any correspondence or communication SCHD receives from the OCR--whether regarding the investigation of a complaint, a compliance review, or otherwise--will be immediately provided to the Privacy Officer who will notify the County legal counsel to assist in responding to the OCR. Our Practice will cooperate with the OCR and provide access as required by the HIPAA Privacy Rule.

Mitigation:

1. The Privacy Officer will take reasonable efforts to mitigate, to the extent practicable, any harmful effect that is actually known to the department of a use or disclosure of PHI by SCHD or by one of the agency's Business Associates, in violation of SCHD's HIPAA policies and procedures or the requirements of law.
2. The Privacy Officer will implement SCHD's Data Breach Notification Section of the SCHD Information Security Policy, to determine if any notice is required and what mitigation efforts should be undertaken

**Sampson County Health Department**  
**Section 14: No retaliation for the Exercise of Rights/Filing**  
**Complaints/No Waiver of Rights**

**Purpose:**

To assure that Sampson County Health Department (SCHD) patients have the right to file a complaint regarding privacy rules and not fear retaliation.

**Policy:**

The health department will not intimidate, threaten, coerce, discriminate against or take other retaliatory action against any individual who exercises, or attempts to exercise, his or her rights under the HIPAA Privacy Rule or who files a complaint or otherwise participates in HIPAA compliance efforts as described in this policy. Our Practice will not require an individual to waive his or her rights under the HIPAA Privacy Rule as a condition of receiving treatment from the Practice.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996. 45 CFR, Part § 164.530 (g) & (h).

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

1. All requests for access, amendment, copying, authorizations, acknowledgments, and accountings related to the PHI of a patient of the health department will be handled in accordance with HIPAA laws and the SCHD HIPAA Policy Manual.
2. All complaints regarding privacy policies and procedures, or about SCHD compliance with the HIPAA Policy Manual, will be handled in accordance with this Policy Manual and no patient, personal representative, or workforce member will be retaliated against in any way for:
  - A. Filing a complaint with the Privacy Officer or with the Secretary of Health and Human Services (Office for Civil Rights) pursuant to Section 13 of this Policy Manual.
  - B. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing related to the Privacy Rule.
  - C. Opposing any act or practice that is unlawful under the HIPAA Privacy Rule,

provided the person has a good faith belief that the practice opposed is unlawful, and the manner of the opposition is reasonable and does not involve a disclosure of PHI made in violation of the HIPAA Privacy Rule.

2. Workforce members are encouraged to contact the Privacy Officer for clarification in the event of confusion or questions concerning any part of this Policy Manual.
3. workforce members are encouraged to and will immediately report, in good faith, to the SCHD Privacy Officer any knowledge of a violation of this Policy Manual by a member of the SCHD workforce or by a Business Associate, or a violation of this policy of non-retaliation and non-waiver of rights.
4. If SCHD receives information that this policy may have been violated, the Privacy Officer will promptly investigate the report of retaliation and will consult with the County legal counsel regarding the matter as necessary.
5. Any workforce member found to have violated this policy will be sanctioned according to the provisions of Section 15 of this Manual and consistent with the workforce policies.

**Sampson County Health Department**  
**Section 15: Sanctions for Violations of Privacy; Exceptions to Sanctions**

**Purpose:**

To ensure all Sampson County Health Department (SCHD) workforce members read and understand HIPAA policies and procedures and the associated consequences of any violations whether intentional or unintentional.

To ensure SCHD patients' protected health information (PHI) is kept confidential.

To provide guidance or immediate mitigation of any breach of privacy.

**Policy:**

Sampson County Health Department (SCHD) will apply appropriate sanctions against any member of the workforce who fails to comply with the policies and procedures in this Policy Manual or the requirements of the Privacy Rule. Sanctions will not be imposed, however, under certain circumstances described in this Policy.

**Definitions:**

This Manual has a Glossary of Terms that explains terms used in the Manual – refer to the Appendix, Attachment B.

**Applicable Laws, Rules & Regulations:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part § 164.502 (j).

45 CFR, Part § 164.530 (e) & (g) (2).

**Responsible Persons:**

Sampson County Health Department workforce

**Procedures:**

**General Sanctions Policy:**

1. SCHD will receive patient complaints regarding the agency's compliance with the Privacy Policies and Procedures or with the Privacy Rule; SCHD may learn of non-compliance issues through allegations of violations received internally from workforce members.
2. Such complaints will be handled in accordance with Section 13 of this Manual.
3. Workforce members are encouraged to make the Privacy Officer aware of any concerns regarding compliance with SCHD's Privacy Policies or with the Privacy Rule. Any allegations of noncompliance are to be made in good faith, and in accordance with this



- Manual.
4. All allegations of a violation by a workforce member of a provision of this Policy Manual will be investigated.
  5. Appropriate disciplinary action will be taken whenever it is determined that a workforce member committed a significant violation of this Policy Manual or the Privacy Rule.
  6. The established disciplinary procedures and processes are applicable to all workforce members as defined in the glossary of terms.
  7. The determination of the disciplinary measures to be imposed will be made on a case-specific basis, appropriate to the nature of the violation, and in accordance with workforce policies. The factors to consider may include:
    - A. The severity of the violation.
    - B. Whether the violation was intentional or unintentional.
    - C. Whether there has been a pattern of noncompliance by the workforce member.
  8. Disciplinary actions may include:
    - A. Counseling
    - B. Written warning
    - C. Suspension without pay
    - D. Dismissal
  9. Per Section 12 of this HIPAA Manual, SCHD has procedures in place requiring the workforce members to:
    - A. Receive HIPAA training upon hire and annually to ensure and understanding of federal and state HIPAA laws, rules and regulations.
    - B. Review and become familiar with this Manual's privacy policies and procedures to ensure an understanding of expectations regarding PHI, privacy and that noncompliance could result in sanctions.
    - C. Such training will include the specific requirements regarding impermissible disclosures.
  10. The Privacy Officer will be responsible for documenting all sanctions and disciplinary action resulting from a violation.

Exceptions to Sanctions:

1. Sanctions will not apply to a member of the workforce with respect to activities, where the specific requirements for each type of activity or disclosure is met.
2. Actions taken in pursuit of compliance with the Privacy Rule
3. SCHD will not intimidate, threaten, coerce, discriminate against or take other retaliatory action against workforce members or others who:
  - A. File a complaint with the Secretary of Health & Human Services, or the Office for Civil Rights.
  - B. Testify, assist or participate in an investigation or a compliance review, proceeding or hearing related to OCR's enforcement of the Privacy Rule.

- C. Oppose any act or practice made unlawful by the Privacy Rule, provided the person has a good faith belief that the act or Practice is unlawful, and the manner of the opposition is reasonable and does not involve disclosures of PHI in violation of the Privacy Rule.

Implementation of Policy:

- 1. Violations of the HIPAA Privacy and Security Policy include, but are not limited to:
  - A. Accessing PHI data that you do not need in order to perform the work functions.
  - B. Discussing confidential information with an unauthorized individual.
  - C. Failing/refuse to cooperate with an investigation by the division/facility Privacy and Security officer.
  - D. Copying PHI with authorization.
  - E. Unauthorized disclosure or use of PHI.
  - F. Unpermitted use of another person's computer access in order to obtain PHI.
  - G. Obtaining PHI under false pretenses.
  - H. Using and/or disclosing PHI for commercial gain, advantage or malicious harm.
  - I. Retaining PHI for commercial gain, advantage or malicious harm.
- 2. Violations of the HIPAA privacy and security policy may be considered unacceptable personal conduct as defined in the county resolutions and may result in disciplinary action up to and including immediate dismissal.
- 3. Violations may also carry federal civil and/or criminal penalties, and state criminal penalties.

Whistleblowers:

SCHD will not impose sanctions or otherwise retaliate against a member of the workforce or a Business Associate of SCHD who discloses PHI in the following circumstances:

- 1. The individual believes that the conduct at issue (which requires the disclosure of PHI in order for the individual to report the conduct) is unlawful or otherwise violates professional or clinical standards, or that the care, services or conditions provided by SCHD potentially endangers one or more patients, workers or the public
- 2. AND if the disclosure is made to one of the following:
  - A. A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of the Practice.
  - B. An appropriate health care accreditation organization for the purpose of reporting the allegation of misconduct or failure to meet professional standards or misconduct by the Practice.
  - C. An attorney retained by or on behalf of the member of the workforce or Business Associate for the purpose of determining the person's legal options and/or obligations with regard to the agency's conduct.

Victims of Crime:

SCHD will not impose sanctions or otherwise retaliate against a member of the workforce who is the victim of a criminal act and discloses PHI related to the crime, provided that:

1. The disclosure is to a law enforcement official;
2. The PHI disclosed is about the suspected perpetrator of the criminal act; **and**
3. The PHI disclosed is limited to the following information:
  - A. Name and address;
  - B. Date and place of birth;
  - C. Social security number;
  - D. ABO blood type and Rh factor;
  - E. Type of injury;
  - F. Date and time of treatment;
  - G. Date and time of death, if applicable; and
  - H. A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence or absence of facial hair, scars, and tattoos.

**Sampson County Health Department**  
**Section 16: Communication by Texting, Appointment Card,**  
**Phone Call & Letter**

**Purpose:**

To provide guidance regarding the use of text messaging between health department staff and clients

To provide guidance regarding the use of appointment cards during correspondence with health department clients

To provide guidance regarding the use of telephone calls and/or messages during correspondence with health department clients

To provide guidance regarding the use of letters for correspondence with health department clients

**Policy:**

It is the policy of the Sampson County Health Department (SCHD) to ensure compliance with the Health Information Portability and Accountability Act (HIPAA) of 1996 to include appropriate use of correspondence between SCHD staff and clients. This policy is intended to provide guidance to staff to ensure correspondence meets all HIPAA guidance and expectations regarding the use of test messaging, appointment cards and return addresses.

**Definitions:**

HIPAA: The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, that includes Administrative Simplification provisions requiring HHS to adopt national standards for electronic health care transactions and code sets, unique health identifiers, and security; provides mandated protections for individually identifiable health information.

HHS published a final Privacy Rule in December 2000, which was later modified in August 2002. This Rule set national standards for the protection of individually identifiable health information by three types of covered entities: health plans, health care clearinghouses, and health care providers who conduct the standard health care transactions electronically. Compliance with the Privacy Rule was required as of April 14, 2003 (April 14, 2004, for small health plans).

HHS published a final Security Rule in February 2003. This Rule sets national standards for protecting the confidentiality, integrity, and availability of electronic protected health information. Compliance with the Security Rule was required as of April 20, 2005 (April 20, 2006 for small health plans). Source: [www.hhs.gov](http://www.hhs.gov).

**Applicable Law, Rules & Regulations:**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Responsible Person(s):**

All staff

**Procedures:**

Texting:

1. Texting between staff and clients is not recommended and should only be used on an as needed basis. This may include communication between outreach staff and clients.
2. Texting communication can NOT contain any personal identifying information regarding the client. This includes, but is not limited to:
  - A. Date of Birth
  - B. Social Security Number
  - C. Medical Record Number
  - D. Any other personal medical information that is unique to the individual
3. Client confidentiality is to be protected at all times.
4. Staff is to confirm with the client that they wish to communicate via texting and document in the client's record.
5. Texting may ONLY be done on work cell phones, never on personal phones.
6. The message will be deleted from the phone after it is sent.
7. Work cell phones used for texting must have a password and/or PIN and be used when the phone is not in use.
8. Any lost/stolen work phone is to be reported to the health director immediately.
9. Communication can NOT include specific information. Specific organization names, program names or the reason for the contact are not to be used during communication.
10. Communication must be general and contain general information, such as the name of the person texting/calling, a number to call back, the date/time of an appointment. See Appendix: Attachment H.
11. All staff is to be aware that cell phone conversations and text messages are kept in servers for unknown lengths of time. Cell phone companies are NOT subject to HIPAA.
12. Information may also be accessed by law enforcement without cooperation from SCHD.

Appointment Cards:

1. Appointment cards must meet HIPAA information requirements and should only include the minimal information necessary to ensure correct communication. This may include:
  - A. Name of the Agency/Phone Number
  - B. Name of the Client

- C. Date of Appointment
  - D. Time of Appointment
2. Appointment cards may NOT contain the reason for the appointment, such as STD Clinic or FP Clinic.
  3. Mailed appointment cards should be fold-over or in envelopes rather than post cards to help ensure confidentiality.

Phone Calls/Phone Messages:

1. Phone calls/messages must meet HIPAA information requirements and should only include the minimal information necessary to ensure correct communication. This may include:
  - A. Name of the Agency/Phone Number
  - B. Date of Appointment
  - C. Time of Appointment
  - OR
  - D. Message to contact provider
2. A message may be left with a family member or other person who answers the phone when the patient is not home. The Privacy Rule allows the disclosure of limited information. This may include:
  - A. Name of Agency/Phone Number
  - B. Message to contact provider

Letters:

1. All letters MUST be sealed to ensure privacy.
2. Return addresses on SCHD business envelopes are permissible under HIPAA.
3. Minimum information is to be used on the return address. This includes:
  - A. Name of the agency
  - B. Street/Mailing Address
  - C. City
  - D. State
  - E. Zip Code
  - F. The Number Code of the program/clinic for mail billing purposes – see Appendix Attachment H.
3. The specific name of the program/clinic can NOT be listed on the envelope.

Confidential Communications:



If a patient has requested communication in a confidential manner, such as by alternative means (i.e., another phone number or address) or at an alternative location, the agency must accommodate the request.

**References:**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA).  
Sampson County Health Department Administrative Manual  
Attachment H: Guidance from Frances Q. Taylor, NC DHHS HIPAA Liaison

**References:**

USC Public Law 104-191: Health Insurance Portability & Accountability Act (HIPAA) of 1996.

45 CFR, Part § 160, 162 & 164

North Carolina General Statute: §8-53.

North Carolina General Statute: §8-53.13.

North Carolina General Statute: §130A-12.

North Carolina General Statute: §130A-143.

Sampson County Health Department Information Security Policy

Sampson County Electronics Policy

Sampson County Health Department Electronic Health Records Policy

# APPENDIX

**SAMPSON COUNTY HEALTH DEPARTMENT  
 HIPAA Privacy Policy & Procedure Manual  
 Annual/Review/Policy Update Review Form**

Manual: SCHD HIPAA Manual	Applicable Signatures/Title:
Title: SCHD HIPAA Policy & Procedures	Program Coordinator/Specialist: N/A
Program Policy: _____ Program	Supervisor: N/A
Program Procedure: _____ Program	Director of Nursing: N/A
X Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
workforce Policy	Health Director: Wanda Robinson
Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All workforce	Effective Date: 04/01/18
	Supersedes: 04/01/2017

Review/Revision Date: ??

\_\_\_\_\_  
 Board of Health/Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Health Director

\_\_\_\_\_  
 Date

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**HIPAA Privacy Policy & Procedure Manual**  
**Annual Review/Policy Update Staff Review Form**

Program Policy: HIPAA Privacy Policy & Procedure Manual

Review Date: 04/01/18

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Sampson County Health Department <u>HIPAA Privacy Policy &amp; Procedure Manual</u> Review & Revision Form				
Annual Review Date	Revision Date	Revision: Name, Location, Page # of Section w/ Revision(s)	Changes Made By	Date Staff Notified



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~~Client Bill of Rights & Responsibilities??????~~

Employment (Personnel) Forms

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Appointments Policy**

Manual: SCHD Administrative Manual	Applicable Signatures/Title:
Title: Appointments Policy	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

The purpose of this policy is to increase compliance for clinical services and assure adequate follow-up of missed appointments for the health department services.

**Policy:**

The Sampson County Health Department recognizes the importance of providing and maintaining an appointments system that provides a system for clients and staff to be able to provide scheduled care and a means of missed appointments follow-up.

**Responsible Person(s):**

All clinical and WIC personnel

**Procedures:**

1. The Appointments Clerk will maintain a central appointments system in CureMD for all programs with the exception of WIC. Clients with appointments in CureMD will be tracked using the CureMD tracking features.
2. The WIC staff will maintain a WIC appointments system for their clients in **Crossroads.**

**Scheduling Appointments:**

The Appointments Staff will:

1. Schedule appointments for all clients who call or walk in for appointments.
2. **If a client walks in with a problem and there are no available appointment slots, the Front Desk will notify the Nursing Director. If the Nursing Director is unavailable, will notify the Clinic Manager or Charge Nurse to assist with appointment scheduling.**

3. Place telephone reminder calls during the morning of two (2) business days prior to scheduled appointments.
4. Recall Schedule: Enter all clients that need annual or long-range follow up on the Saturday Recall Schedule, an appointment schedule created for the first Saturday of each month to allow Appointment Staff to enter information for clients that need annual or long-range appointments. Appointment staff will check this schedule on the Monday following the first Saturday of each month and call clients to schedule follow-up appointments. Appointments to be entered into this schedule will include all appointments needed for three (3) months or greater with the exception of return appointments for Depo injections; Depo clients will be given a return appointment.

Missed Appointments:

1. Missed appointment follow-up:
  - A. The initial contact for a missed appointment is to be made by a phone call unless seeking confidential services. This can be done by either speaking directly to the client or leaving a voice mail for the client.
  - B. If not confidential and unable to contact the client by phone with first call, staff will make a second phone call. If unable to contact with second call or if the number is disconnected, a letter will be mailed.
2. Confidential Clients:
  - A. If clients are seeking confidential services, they will be requested to provide a minimum of two (2) emergency contact numbers. An attempt will be made to contact clients through their emergency contact numbers and no mail will be sent unless a confidential contact address is given by the client.
  - B. If the Appointment Clerk is unable to contact clients through the emergency contact numbers or no response if a letter is mailed to a confidential address, no further attempt will be made to contact them unless it is required by State Law for certain results or there is evidence that not notifying the client could result in major illness and/or death. Refer to Missed Appointment for Abnormal Results below.
  - C. The Program Coordinator will be responsible for contacting the client under these circumstances. Refer to Missed Appointment for Abnormal Results below.

Missed Appointments Follow-up for Appointments Staff:

1. Staff will document the missed appointment contacts and follow-up on a Blank SOAP Note in CureMD – see the “Documentation” Section below.
  - A. The Appointments Staff will review the missed appointments in CureMD and send a task to the Family Planning, Maternal Health, STD, TB/CD, BCCCP or Adult Health Program Coordinators the charts of those clients who missed their appointments and were scheduled for problems and/or follow-up. The

Coordinators will be responsible for ensuring the follow-up with these clients. Refer to Missed Appointment for Abnormal Results below

- B. The Appointments Staff will review the missed appointments in CureMD and send a task to the Child Health Coordinator for any Child Health all clients less than two (2) years old.
- C. Appointments Staff will document missed appointments for all other Family Planning, Child Health and TB/CD clients. The Appointments Staff will document in those clients' records the fact that the appointment was missed, the type of follow-up contact that was performed and the date of any rescheduled appointments.
- D. For Family Planning clients, the Appointments Staff will:
  - 1. Provide one contact for missed appointments for contraceptive refills and depo injections.
  - 2. Provide one contact for missed appointments for annual FP annual exams.
- 2. STD clients that schedule an appointment for a screening and miss their appointments will not need missed appointment documentation in their record.
- 3. Program Coordinators will review the information, document if the client needs to be rescheduled and send a Task to the Appointments Staff for scheduling – refer to program follow-up guidance below.
- 4. New Clients/New Services: New clients and clients scheduling appointments for new services that miss those appointments will not need documentation. For New MH clients:
  - A. For the first missed appointment, the staff will reschedule the appointment for five (5) working days and send the client a letter.
  - B. For the second missed appointment, they will notify the MH Coordinator who will follow-up with a 10 day letter.
  - C. A home visit may be attempted by health department staff per assignment by the Nursing Director.
  - D. All documentation regarding follow-up by appointment staff will be done on a Blank SOAP Note. Program Coordinators will use the Provider Note.
- 5. Clients requesting other services, such as TB Skin testing, pregnancy testing, BCCCP, Adult Health, Work/Sports/School physicals, or immunizations will not need documentation with the exception of MH clients.
- 6. The Program Coordinators will be responsible for any follow-up letters that are needed per program requirements – see Documentation below.

#### Maternal Health (MH) Client Missed Appointment Follow-up:

The MH Coordinator will be responsible for ensuring the follow-up of MH clients who miss appointments:

- 1. First missed appointment: The Appointment Clerk will contact the client by phone call or letter – see Missed Appointments above.

2. If able to contact the client by phone, the Appointment Clerk will reschedule the appointment within two (2) business days.
3. If unable to contact client by phone, the Appointment Clerk will reschedule the appointment **for five (5) business days** from date and send client the rescheduled appointment letter.
4. The Appointment Clerk will document the information in the record and send a Task to the Maternal Health Coordinator for review.
5. Second missed appointment: See 2-4 above. The Appointment Clerk will send a Task to the MH Coordinator who will:
  - A. Complete an OB Risk Screening Form and send to OBCM
  - B. As the third contact, mail a 10-Day Missed Appointment Letter to the client.
6. Missed Postpartum Appointments:
  - A. The Appointment Clerk will document missed appointment.
  - B. The Appointment Clerk will reschedule the appointment for five (5) working days, send client letter and send a CureMD Task Note to the MH Coordinator.
  - C. The MH Coordinator will follow-up with OBCM if applicable and OBCM will follow-up as indicated by CMIS guidelines.

Diabetes Self-Management Program (DSMP) Client Missed Appointment Follow-up:

The DSMP Coordinator will be responsible for ensuring the follow-up of DSMP clients that miss appointments. The DSMP Coordinator will review all charts and provide those that need missed appointment follow-up to the Appointment Clerk. The DSMP Coordinator will be responsible for the follow-up and documentation of all other clients.

1. First missed appointment: The Appointment Staff will contact the client by phone call or letter – see “Missed Appointments” above.
2. If able to contact the client by phone, the Appointment Staff will reschedule the appointment for the next available Diabetes clinic.
3. If unable to contact client by phone, the Appointment Clerk will reschedule the appointment for at **least five (5) business days** from the missed appointment date in the next available Diabetes clinic and send the client the rescheduled appointment letter.
4. The Appointment Clerk will document the information in the record on a blank SOAP Note and send a Task to the Diabetes Coordinator.
5. Second missed appointment: See 2-4 above.
6. Third missed appointment: The DSMP Coordinator will send a Closure Letter to the client and the client’s provider, place copies in Medical Records to be scanned in the client’s record and document on **the Problem List and Provider Notes.**



### TB Clinic Client Missed Appointment Follow-up:

The CD Coordinator will be responsible for ensuring the follow-up of certain TB clients who miss appointments:

1. First missed appointment: The Appointment Clerk will contact the client by phone call or letter – see “Missed Appointments” above.
2. If able to contact the client by phone, the Appointment Staff will reschedule the appointment within two (2) business days.
3. If unable to contact client by phone, the Appointment Clerk will reschedule the appointment for **five (5) business** days from date and send client the rescheduled appointment letter.
4. The Appointment Clerk will document the information in the record and send a Task to the CD/TB Coordinator to review.
5. Second missed appointment: See 2-4 above.
6. Third missed appointment: The CD/TB Coordinator will send a TB Services Closure Letter to LTBI clients, place a copy in Medical Records to be scanned if the letter is not in CureMD and document **on the Problem List and in the Provider Notes.**
7. The CD Coordinator will follow the NC TB Policy Manual protocol for missed appointments for TB clients with suspected or confirmed TB disease.

### STD Clinic Client Treatment/Follow-up Appointments & Missed Appointments:

1. The STD Coordinator will follow North Carolina Communicable Disease Laws and Rules regarding follow-up of certain STD clients and for notifying the Regional HIV/STD Branch office of failure of certain clients to keep appointments.
2. The STD and/or CD Coordinators will be responsible for ensuring the follow-up of all positive STD tests.
3. Clients with positive test results should receive treatment within fourteen (14) calendar days of testing.
4. Due to the short time constraints, the STD Coordinator will be responsible for the follow-up and documentation of follow-up unless specific instructions are given to the Appointments Staff. This is to include the date, type of contact, follow-up and signature of person performing the contact/follow-up.
5. Once notified of a positive result, the Coordinator will:
  - A. Identify the client in CureMD and open a **Provider Note for** documentation.
  - B. Document the result in the record to include **the Problem List, Patient Banner and in the Provider Note** to allow the Appointment Clerk to easily identify a client that needs follow-up
  - C. Contact the client and ensure an appointment is scheduled for the client to come in for treatment and/or follow-up.
6. If the client misses the appointment, the Appointment Staff will send a Task to the STD Coordinator to allow the Coordinator to contact the client regarding the missed appointment.

7. The Coordinator will be responsible for ensuring a second appointment is scheduled for the client.
8. If the client misses the second appointment, the STD Coordinator will send the client a STD missed appointment letter that stresses the importance of seeking treatment and/or care. If the letter is not in CureMD, place a copy of the letter in Medical Records to be scanned into the record and document on the **Problem List and the Provider Note.**
9. The STD Coordinator will contact the Regional HIV/STD/DIS Office regarding clients needing HIV and/or Syphilis follow-up that fail to keep their appointments.

**Missed Appointments for Abnormal Findings Follow-Up Part 1:**

The following is guidance from the North Carolina DHHS DPH regarding follow-up for abnormal findings and referrals – see Appendix, Attachment A.

**NC DHHS DPH Guidance for Follow-up of Abnormal Labs, Pap Tests & Other Abnormal Test Results.**

**NOTE:** *If DPH programmatic guidelines have stricter requirements or more specific abnormal test follow-up guidance, follow program specific guidance.*

1. Follow-up of Abnormal Labs, Pap Smears and other abnormal test results:
  - A. Managing abnormal test results effectively is vital to quality patient care.
  - B. Failure to follow up on test results can lead to patient harm.
  
2. Appropriate follow-up measures should be taken to ensure continuity of care for:
  - A. Patients who have abnormal test results
  - B. Patients who have been referred to other providers
  - C. Patient who have missed return appointments for abnormal results
  
3. Staff will make a minimum of three attempts to notify patients of abnormal Pap test or other abnormal tests results as follows:
  - A. Initial Contact:
    1. Initial contact may be made by telephone if the number is available and patient has permitted home contact.
    2. Never text/email abnormal test results
    3. Arrange for any needed re-test, treatments or referral appointments while the client is on the phone.
    4. Send a memo to the client affirming the discussion and instructions.
    5. Make sure the client agrees to any referrals outside of SCHD.
  
  - B. If there is no response to the first contact attempt, the second contact be a regular mailed letter with directions for the patient to contact SCHD for follow-up.

- C. If there is no response to the first and second attempt, the third contact is to be a certified or registered letter with directions for the patient to contact SCHD for follow-up.
  - D. Copies of all letters will be scanned into the client's chart and the Program Coordinator will document that there is a copy of the letter in the record and the date the letter was sent in the Provider Note.
4. The same process listed in #3 above will be used for missed appointments for follow-up.
  5. If any letter comes back unopened/undeliverable, the Program Coordinator will document on the Problem List and Provider Note in the medical record.
  6. If a letter is sent certified/registered, a copy of the letter, the signed receipt from the US Postal Service and envelop will be scanned into client's medical record.
  7. If the patient cannot be contacted by the above measures, a home visit will be made for results that are potentially life threatening. The Nursing Director will be notified and make the arrangements.
  8. If after three attempts are made with no response or three follow-up appointments are made and not kept by the patient, the Program Coordinator will document in the chart that the patient is lost to follow-up care.
  9. For clients that require referrals for health care beyond what SCHD provides:
    - A. Assist the client in obtaining an appointment
    - B. Document all conversations and appointments made in the client's record.
    - C. Ensure the client agrees to the time and date of the appointment (do not assume that because an appointment is sent to the client that it is acceptable).
    - D. Confirm with the client that he/she understands the purpose of the referral and agree to date and time.
    - E. The Program Coordinator will contact the Provider to ensure the client keeps the appointment.
  10. Record closed to follow-up:
    - A. If the client fails to keep three or more scheduled follow-up appointments, SCHD may discharge the client from the follow-up service via certified letter for non-compliance with follow-up care for the medical condition if the Program Coordinator has followed the appropriate follow-up steps – refer to #2 - #7 above.
    - B. If the client fails to keep the referral appointments 2-3 times, based on the referral provider's policy the client is referred to, SCHD may discharge the client from follow-up referral service via certified letter for non-compliance with follow-up care for the medical condition. Refer to #2 – #7 above.
    - C. The letter is to state that the client is now responsible for their own care. **SEND THE LETTER CERTIFIED** and keep a copy in the client's record – refer to #5 and #6 above.

#### Missed Appointments for Abnormal Findings Follow-Up Part 2:

All abnormal labs or findings will be reviewed by the Program Coordinators and/or the

clinic providers who will provide medical record documentation for follow-up.

1. Child Health Services:

The Child Health Coordinator is responsible for the follow-up of children less than two years old that do not keep their appointments and for any abnormal findings related to Child Health Services according to program policy. For positive STD results - see STD below. Refer to Part 1 above.

2. Maternal Health:

The Maternal Health Coordinator is responsible for the follow-up of any abnormal findings related to Maternal Health Services according to program policy or a written order by the provider. A home visit and/or letter may be indicated according to program policy. For positive STD results - see STD below. Refer to Part 1 above.

3. Family Planning:

The Family Planning Coordinator is responsible for the review and follow-up of any abnormal findings related to Family Planning Services according to program policy. For positive STD results - see STD below. Refer to Part 1 above.

4. STD:

The STD Coordinator is responsible for the review and follow-up of any abnormal findings related to STD services according to program policy. See “STD Clinic Client Missed Appointment Follow-up” above.

STD Screenings are provided in all health department clinics and testing is done based on program guidelines and screening results. Each Program Coordinator is responsible for ensuring the follow-up, to include treatment if indicated, of their clients and notification is to follow the same guidelines required for the STD Program. See STD Clinic Client Treatment/Follow-up Appointments & Missed Appointments guidance above. This is to be done in collaboration with the STD Coordinator. Refer to Part 1 above.

5. CD/TB Services:

The CD/TB Coordinator is responsible for the review and follow-up of any abnormal findings related to CD/TB services according to program policies. Refer to the TB Client Missed Appointment Follow-up above. Refer to Part 1 above.

6. BCCCP/Adult Health:

The BCCCP/AH Coordinator is responsible for the review and follow-up of any abnormal findings related to BCCCP/AH services according to program policies. For positive STD results - see STD above. Refer to Part 1 above.

7. Abnormal Pap Results:

With the exception of Child Health, all clinic programs may provide Pap testing to clients and will follow the North Carolina Cervical Screening Manual and Sampson County Health Department Pap Screening Manual guidelines. Each Program Coordinator is

responsible for the follow up of all abnormal findings based on these guidelines. All abnormal Pap results will require a minimum of three (3) contacts for missed appointments. For results of Positive HPV, ASC-H, LSIL or higher, the third contact must be by **certified letter** – see “Documentation” below. Refer to Part 1 above.

#### WIC Appointments:

The WIC Receptionist/Staff will:

1. Schedule appointments for clients who call or walk in for appointments.
2. For Recertification Clients: Contact will be made at least fifteen (15) days prior to the Recertification appointment:
  - A. The initial contact for the upcoming appointment is to be made by a phone call. This can be done by either speaking directly to the client or leaving a voice mail for the client.
  - B. If unable to contact the client by phone, a letter will be mailed.
3. For Nutritional Assessment Visit for Five Month Old: Contact will be made at least fifteen (15) days prior to the Nutritional Assessment appointment:
  - A. The initial contact for the upcoming appointment is to be made by a phone call. This can be done by either speaking directly to the client or leaving a voice mail for the client.
  - B. If unable to contact the client by phone, a letter will be mailed.

#### Rescheduling Missed WIC Appointments:

1. Missed Certification/Recertification for Pregnant Women: Contact will be made within ten (10) days of the missed appointment:
  - A. The initial contact for the missed appointment is to be made by a phone call. This can be done by either speaking directly to the client or leaving a voice mail for the client.
  - B. If unable to contact the client by phone, a letter will be mailed.
  - C. If no response from the client within seven (7) days, a second contact is to be made by phone call. This can be done by either speaking directly to the client or leaving a voice mail for the client.
  - D. If unable to contact the client by phone, a letter will be mailed.
  - E. If no response from the client within seven (7) days, no further follow-up will be done.
2. Missed Nutritional Assessment, Certification, Recertification & Pickup Appointments:

- A. The initial contact for the missed appointment is to be made within ten (10) calendar days by a phone call. This can be done by either speaking directly to the client or leaving a voice mail for the client.
- B. If unable to contact the client by phone, a letter will be mailed.
- C. If no response from the client within seven (7) calendar days, no further follow-up will be done.

Documentation:

1. All attempts to contact clients will be documented in the record by any person who provides the contact by telephone call, mail, home visit or any other means. Appointment staff will use the Blank SOAP Note; coordinators will use the Problem List and Provider Note.
2. All abnormal findings will be documented on both the Problem List and in the Provider Notes by the Program Coordinator.
3. Letters that are not available in CureMD will be copied and placed in Medical Records to be scanned into the record with documentation on the letter of the date the letter was mailed and the signature of the person mailing the letter. The person mailing the letter will document in the Problem List and the Provider Note regarding the letter being mailed.
4. Certified Letters: Certified letters may be sent for follow-up as needed. See Missed Appointments for Abnormal Findings Follow-Up guidance above. The Program Coordinators will be responsible for the certified letter process, which includes:
  - A. Completing the certified letter forms
  - B. Placing the letter in the mail room
  - C. Placing a copy of the letter in the chart
  - D. Placing all receipts in the chart
  - E. Placing any returned/unclaimed letters in the chart.
5. Any other returned letters will be placed in Medical Records for scanning.
6. All letters for WIC are computer generated in Crossroads and documented.

Closure to Requested Services/Follow-up for Services:

1. Clients with no specific problems may receive one missed appointment contact based on the type of appointment and, if no response, no further follow-up will occur unless indicated otherwise by program guidelines – see above for specific guidelines.
2. Clients with problems or clients that require follow-up and/or referrals will have their records reviewed by the Program Coordinator for determination of appropriate record follow-up and documentation – ~~see above for specific guidelines.~~ See Missed Appointments for Abnormal Findings Follow-Up guidance above.
3. Clients may re-enter the health department system at any time unless their charts are closed to services due to specific circumstances, such as violence towards staff.
4. Only the Health Director has the authority to close a client record to health department services. This must be done in accordance with North Carolina laws.



Revised/Reviewed: 01/16/2009; 03/13/2010; 02/11/2011; 04/17/2012; 09/05/2013, 10/7/13;  
09/2015; 11/2015; 02/2017; 08/2018

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Community Input, Involvement, Collaboration & Partnership Policy & Procedures**

Manual: SCHD Administrative Manual	Applicable Signatures/Title:
Title: Sampson County Health Department Community Input, Involvement, Collaboration & Partnership Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To provide procedures regarding the development of community involvement, collaboration and partnerships to improve the public health and safety of Sampson County residents.

To provide a procedure that assures community input and public participation in the development of goals, objectives and strategies for Sampson County Health Department (SCHD) Programs, the Community Health Assessment – CHA, the State of the County Health report – SOTCH, the Strategic Plan and any other projects and/or programs that depend on community input to develop and maintain goals.

**Policy:**

Sampson County Health Department (SCHD) recognizes the importance of community involvement, input, collaboration and partnering in the development and maintenance of public health policies and programs to ensure the effectiveness of public health in our community. Input from consumers helps to guide SCHD in partnering with the community to provide needed health services, education and outreach.

When developing strategies to improve the public health and safety of Sampson County, The Sampson County Health Department’s policy is to involve community members in developing the Strategic Plan, CHA, SOTCH, education/outreach and any other program plans and projects.

The Sampson County Health Department also relies on the community to provide input for the development and dissemination of public health data in Sampson County.

Procedures are used to develop strategies to involve community organizations, agencies, groups and the public in the collaborations and partnerships.

### **Responsible Persons:**

Health Department Personnel  
Sampson County Partners for Healthy Carolinians Advisory Group  
Academic Abundance Community Advisory Council

### **Procedures:**

1. The Sampson County Health Department (SCHD) seeks opportunities to collaborate with community partners, including other health care providers.
2. As a part of seeking community input and collaboration with the community, SCHD often collaborates with two groups – the Sampson County Partners for Healthy Carolinians Advisory Group) and the Academic Abundance Community Advisory Council.
  - A. Both groups are comprised of female and male members that represent a variety of races, geographical locations, professions, incomes and beliefs within the county.
  - B. The group members are health services consumers that include public health, such as adult health, communicable disease, child health, immunizations, family planning, prenatal, WIC, BCCCP/WW, environmental health, and/or other services and can therefore provide needed involvement, input and feedback at any time for SCHD programs and needs from the perspective of a consumer and community resident.
  - C. The Healthy Carolinians Community Advisory Group serves as the advisory committee for many of the health department programs, such as Maternal Child Health, Child Health and the Family Planning Programs – see Appendix.
  - D. Health Department personnel are responsible for scheduling meetings and notifying the group of the meeting places, dates and times.
3. SCHD staff are involved in local, regional, and state partnership initiatives as relative to their disciplines and program areas.
4. SCHD staff initiates collaboration with community partners.
5. SCHD works with community partners to reduce barriers to access to care, to strengthen existing services and programs, to develop new services and programs, and to share resources.
6. SCHD staff serves on community boards and coalitions.
7. SCHD staff collaborates with each other through service on in-house committees.
8. Community partners are kept informed about Health Department services and programs.
9. Community input is sought when SCHD initiates projects concerning the health and well-being of the community.

10. The Sampson County Health Board of Health and the Health Department use community input in the development and dissemination of public health data in Sampson County.
11. Community input and information is used in the development of the Sampson County Community Health Assessment (CHA) and the State of the County Health Report (SOTCH)
12. CHA and SOTCH information is used to develop the Health Department's Strategic Plan.
  - A. The plan is updated annually.
  - B. The plan includes:
    - 1) A review and analysis of factors influencing the health department's ability to improve the community's health
    - 2) Local health status data and information to set goals and objectives
    - 3) Community input where applicable
    - 4) Desired outcomes for each element
    - 5) Priorities for the agency and
    - 6) Community collaborations to implement activities

# **APPENDIX**

### **Family Planning Community Advisory Assistance:**

1. Both the Academic Abundance CAC and the Healthy Carolinians Advisory Group serve as advisory groups for the Family Planning Program.
2. Academic Abundance CAC: serves as a resource for discussion of data, consumer input, methods, potential/realized projects and other information as needed.
3. Healthy Carolinians Advisory Group: The Partnership has long recognized teen pregnancy as a major public health concern. The Group meets monthly to discuss and provide input, guidance and recommendations regarding ways to reduce teen pregnancy:
  - A. Assists with the planning and providing the Annual Teen Health Fair
  - B. Assists with Health Fairs and Community Presentations
  - C. Members provide family planning related newspaper articles
  - D. Assist with providing and/or updating the Health Carolinians website and Facebook page.
  - E. Assists with data collection for the SOTCH and CHA
  - F. Provides recommendations for implementation of strategies to reduce teen pregnancies, unwanted pregnancies and spacing of pregnancies.
  - G. Assists with providing input, recommendations, discussions, etc. of any other family planning related concerns as needed.



### **Maternal & Child Health Advisory Group Programs:**

1. The Healthy Carolinians Advisory Group serves as the community action group for prenatal, family planning and child health related programs.
2. The goal of the Group is to promote activities that will lead to improved birth outcomes. This may be accomplished by reviewing data and offering recommendations including, but not limited to:
  - A. Promotion of prenatal care; early, regular, routine prenatal care; use of 17P; tobacco cessation
  - B. Promotion of Family Planning services: reproductive life planning; adequate spacing of pregnancies; use of long-term contraceptives; reducing teen pregnancy; reducing repeat teen pregnancy.
  - C. Promotion of child health care: Safe Sleep; regular, frequent routine provider visits; regular/recommendation follow-up of medical conditions/concerns, such as asthma, premature birth, birth defects, etc.
  - D. Any other guidance discovered with review of data and/or other information.
3. The Group meets monthly and reviews data and information from federal, state and local sources as needed for community analysis for planning and implementation.
4. The Group gathers and reviews the data and information to provide recommendations regarding information to include on reports.

**SAMPSON COUNTY HEALTH DEPARTMENT  
Confidentiality Policy & Procedures**

Manual: SCHD Administrative Manual	Applicable Signatures/Title:
Title: Sampson County Health Department Confidentiality Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: N/A
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

The purpose of this document is to provide guidance to all members of the Sampson County Health Department (SCHD) workforce as related to the confidentiality of patient information and medical records. The scope of this document applies to all members of the SCHD workforce and all business associates.

**Policy:**

SCHD’s policy regarding the confidentiality of client information and medical records is in accordance with federal and state laws that address confidentiality. See Legal Authority.

**Legal Authority:**

1. Federal Health Insurance Portability and Accountability Act, 1996 (HIPAA)
2. North Carolina General Statute G.S. 130A-12
3. North Carolina General Statute G.S. 130A-143
4. North Carolina General Statute G.S. 130A-212
5. 42 CFR 59.11: Title X
6. Trafficking Victims Protection Act of 2000

**Definitions:**

Client: Any person who receives any type of services provided by or for health department personnel. Clients may include, but not be limited to: paying clients; SCHD staff; volunteers; or any other person provided health department services.

Personnel: In the context of this document, refers to any person who provides any type of services to or for a client. This includes SCHD employees, students, volunteers,

contract workers, sub-contractors, vendors, business associates and any other person who may have access to client information for any purpose.

Protected Health Information (PHI): PHI is any information about an individual's current, past, or future physical or mental health that is attached to demographic information and that can identify that person. This information includes: Name; Address; Telephone Number; Fax Number; Driver's License Number; Social Security Number; Client/Patient Identification and/or Account Number; Health Insurance Plan Identification Number

### **Procedures:**

#### Protected Health Information (PHI) Overview:

1. All Protected Health Information (PHI) is strictly confidential. Client information will only be shared on a "need to know" basis. It is the responsibility of all personnel to protect client information.
2. Personnel will be responsible for ensuring that client information is kept in a safe, secure environment.
3. Only persons with legal or authorized consent may have access to client information.
4. Client information may only be viewed and/or discussed on a need to know basis by personnel providing services to or for the client.

#### Client Services:

1. SCHD follows the guidelines as set forth in the 1974 Federal Privacy Act, the 1996 Health Insurance Portability and Accountability Act and other applicable federal and state laws.
2. No information obtained by personnel about individuals receiving services may be disclosed without the individual's written consent, except as required by law or as necessary to provide services to the individual, with appropriate safeguards for confidentiality. See Release of Information below and refer to SCHD Medical Records/Electronic Health Record (EHR) Policy.
3. A confidentiality statement is placed in all client charts.

#### Voluntary Participation:

1. All client services are provided on a voluntary basis except as required by law.
2. Clients may request one or more individual program services and may qualify based on each individual program's guidelines.
3. Participation in each program is voluntary and is not a prerequisite to eligibility for other programs, except as required by individual program requirements.
4. Every effort is made to ensure client confidentiality and privacy when transitioning from program to program.

Emergency Contact Information:

1. To ensure proper notification in the event of an emergency or for abnormal findings, all clients are requested to provide a personal contact phone number and a mailing address in order to receive any necessary correspondence.
2. Clients are also requested to provide additional emergency contact information to include a minimum of two (2) contact persons with phone numbers.

No Contact Confidentiality Request:

1. Clients may request no contact confidential services that include no personal phone and/or home address contact.
2. In the event this request is made, the client must provide emergency contact information for two (2) emergency contacts that includes names and phone numbers for the contacts in the event that notification is necessary due to emergency situations or abnormal findings.

Emergency Information:

1. SCHD recognizes that emergencies occur with individuals; in the event information is requested regarding a client during an emergency, only the minimum amount of information that is necessary to provide care for the client will be released.
2. Released information may include: client identifying information to ensure correct identification; last vital signs information, if known; any signs/symptoms related to the emergency event if applicable; any other information that may affect the care of the individual during the emergency.

Civil Rights:

1. To ensure client confidentiality, SCHD follows Title VI of the 1964 Civil Rights Act and provides services to clients without regards to race, color, gender, national origin, marriage status, number of pregnancies or LGBTQ.
2. This includes the provision of confidential interpreting services to clients as needed. To ensure client confidentiality and privacy, only staff employed by SCHD or the Medical Language Line are used to provide interpreting services to clients as needed.
3. The Ubi-Duo will be used in a confidential manner for clients that are deaf/hard to hearing/mute.

Personnel:

1. All information regarding personnel is considered confidential.
2. This includes information on services provided to health department personnel that is placed in the personnel member's medical record and/or any information placed in the personnel member's personnel record.

3. Only the personnel member's supervisor, department supervisor, administrative support supervisor, health director and county administration office may have access as needed to any information in the personnel record.
4. The Administrative Support Supervisor is responsible for ensuring personnel records are kept in a secured, locked area and are only available to approved personnel.
5. The Administrative Support Supervisor is responsible for obtaining copies of required licenses for specific personnel prior to hire and placing them in the individual's personnel file to ensure personnel confidentiality and privacy.
6. All staff receives training regarding client confidentiality upon hire and annually.

Adolescents/Minors:

1. North Carolina Law provides confidentiality to adolescents seeking certain services to include Family Planning, Immunizations, Communicable Disease prevention to include STDs.
2. Adolescents must be assured that services are confidential and, if follow-up is necessary, every attempt will be made to assure the privacy of the individual.
3. Only persons with legal or authorized consent may have access to client information. Parents may not have access to this information except under specific guidelines. Information may be accessed when:
  - A. Specific authorization by written consent of the client or those authorized to give consent for the client is given
  - B. Personnel providing appropriate medical care to the client, except as described in NC G.S. 130A-143, needs access to information
  - C. Necessary for protection of the public's health as provided by the rules of the Health Services Commission
  - D. Requested by law enforcement, court order or duly authorized subpoena
4. For Family Planning services, staff is to encourage the adolescent to include family participation in seeking family planning services and provide counseling to minors on resisting attempts to coerce them into engaging in sexual activities.
5. SCHD may not require written consent of parents or guardians for the provision of services to minors that are covered under the North Carolina General Statutes.
6. SCHD may not notify parents or guardians before or after a minor has requested and received Title X family planning services.

Test Results:

Test results may be given over-the-phone or in person with the proper identifying information – see SCHD ~~Medical Records~~ Electronic Health Record (EHR) Policy.

Abnormal Findings/Test Results:

1. Clients will be notified of any abnormal findings.

2. SCHD staff will review client information to ensure the client has not requested no contact confidentiality.
3. Staff will use the contact information provided by the client for notification.
4. To ensure appropriate client identification and notification, clients must report to SCHD.
5. The notifying staff member will make arrangements to notify the client and inform the client of the need to report to SCHD for follow-up.

#### Follow-Up/Referrals:

1. Clients with abnormal clinical and/or laboratory testing findings may require additional testing and/or follow-up by other providers.
2. Every effort will be made to protect client confidentiality and privacy.
3. Only information necessary for follow-up of the abnormal findings will be provided to the referral provider to ensure client confidentiality.
4. Consent will be obtained for follow-up except where exempt by law.
5. The client will be counseled regarding confidentiality and responsibility for follow-up to ensure maintenance of confidentiality and privacy.

#### Medical Records:

All paper client medical records are confidential and are kept in a locked secured area that is accessible only to staff as needed. See SCHD Medical Records/EHR Policy. To help ensure client confidentiality and privacy, medical records must be:

1. Complete, legible and accurate, including documentation of telephone encounters of a clinical nature
2. Signed by the clinician and other appropriately trained health professionals making entries, including name, title and date
3. Readily accessible
4. Systematically organized to facilitate prompt retrieval and compilation of information
5. Confidential
6. Safeguarded against loss or use by unauthorized persons
7. Secured by lock when not in use
8. Available upon request to the client

To ensure confidentiality and privacy, all client records must contain:

1. Sufficient information to correctly identify each client
2. Indicate when, where and how each client may be contacted
3. Provide problem lists, allergies, clinical impressions, diagnoses, treatments, plans of care and any needed follow-ups
4. Identify clients who have requested confidential services.



1. All electronic health records are confidential and computers containing client information are kept secure and away from the vision of other clients and staff. See the SCHD EHR Policy, the SCHD Computer Use Policy and the SCHD Information Sharing Policy.
2. Remaining paper records are kept in a locked secured area that is accessible only to staff as needed. See the SCHD Medical EHR Policy.
3. To help ensure client confidentiality and privacy, medical records must:
  - A. Contain sufficient information to correctly identify each client.
  - B. Indicate when, where and how each client may be contacted.
  - C. Identify clients who have requested confidential services.
  - D. Be kept confidential.
  - E. Safeguarded against loss or use by unauthorized persons
  - F. Kept secure when not in use
  - G. Maintain all sections of the EHR in a secure manner so that it is not available except to staff authorized to view the information.

Release of Information:

1. All client information is confidential and a written consent must be obtained from the client for release of any information except as allowed by law or as required law/North Carolina General Statutes, which generally apply to Communicable Disease/STDs include TB, HIV and Syphilis. See SCHD Medical Records/EHR Policy.
2. When information is requested, only the specific information related to the written request/referral may be released.
3. Clients transferring to another provider may request a copy or summary of the medical record to expedite continuity of care.

Reporting/Research/Statistical Information:

Information collected for reporting, research, statistical, publications or any other purposes may be disclosed only in summary, statistical, or other form that does not use any type of information to identify specific individuals. See SCHD Research Policy.

Required Reporting:

Regardless of client confidentiality and privacy, SCHD is required by North Carolina Law to report the following to authorities:

1. Child abuse
2. Child molestation
3. Sexual abuse
4. Rape
5. Incest
6. Human trafficking

7. Communicable Diseases, including STDs

Failure to Observe Confidentiality Laws:

Failure to observe confidentiality rules is reason for personnel discipline actions, including immediate dismissal, immediate annulment and/or voiding of vendor contracts and/or a lawsuit.

Confidentiality Agreement:

All personnel are required to sign a confidentiality agreement before being allowed to provide any services to clients and on an annual basis. See the Appendix for the SCHD Confidentiality Agreement.

**References:**

Federal Health Insurance Portability and Accountability Act, 1996 (HIPAA)  
North Carolina General Statute G.S. 130A-12  
North Carolina General Statute G.S. 130A-143  
North Carolina General Statute G.S. 130A-212  
42 CFR 59.11: Title X  
Trafficking Victims Protection Act of 2000  
<http://www.hhs.gov/ocr/privacy/index.html>  
<http://www.ncga.state.nc.us/gascripts/Statutes/StatutesTOC.pl?Chapter=0130A>  
<http://www.sampsonnc.com/personnelres.pdf>

**SAMPSON COUNTY HEALTH DEPARTMENT  
Consumer Complaint Policy & Procedures**

Manual: SCHD Administrative Manual	Applicable Signatures/Title:
Title: Sampson County Health Department Consumer Complaint Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To provide a reporting system that that allows clients to file complaints/concerns to ensure quality health care and services and to provide documented timely and quality resolution to consumer complaints/concerns. The purpose of this guidance is to ensure:

1. A mechanism is in place to receive consumer complaints.
2. Individuals are informed of their rights to express complaints.
3. Individuals who voice complaints receive an objective review and a timely response without fear of retaliation.
4. Consumers and staff are informed of the agency’s mechanism for filing complaints.
5. Staff is trained to receive follow up and document complaints appropriately.
6. The Health Director receives, coordinates, and documents the review of all complaints based on the information received with the complaint.
7. Corrective action to resolve concerns and complaints is planned and implemented.
8. Complaints and their disposition are documented and tracked.

**Policy:**

The Sampson County Health Department recognizes the right of consumers to voice their complaints. Complaints may be against a service, an individual, a situation, a public health law or public health authority. This policy provides a mechanism for the receipt, follow up and resolution of complaints.

The Sampson County Health Department (SCHD) recognizes the right of consumers to voice their complaints. Complaints may be against:

1. A public health law or ordinance
2. A public health authority
3. A public health policy
4. A service provided/not provided

5. A situation related to services and/or care
6. An individual
7. Any other situation in which the consumer wishes to file a complaint

This policy provides a mechanism for the receipt, follow-up and resolution of complaints. The SCHD Health Director serves as the Consumer Complaint Coordinator.

**Definitions:**

1. Breach of Confidentiality: Inappropriate access to, use of, or release has protected health information.
2. Consumer Comment: Verbal or written compliments, complaints, concerns, or observations made by Sampson County Health Department (SCHD) consumers regarding SCHD staff, services, facilities, or policies.

Consumer Comment: Verbal or written compliments, complaints, concerns, or observations made by Sampson County Health Department (SCHD) consumers regarding laws/rules/regulations, policies, staff, services, facilities, or situations

3. Complaint A verbal or written expression of grief, pain, or dissatisfaction with a person or about a service, situation or law or authority that takes the form of a formal/informal accusation or charge. The person(s) making the complaint expects a specific corrective or other action to be taken.
4. Discrimination: Treating someone differently, or excluding or restricting services because of a person’s race, color, descent, national or ethnic origin, sex, age, religion, or disability.
5. HIPAA Privacy Rule: – The Health Insurance Portability and Accountability Act of 1996, Public Health Law 101-194, 45 CFR 160 and 164, that regulates the use and disclosure of protected health information.
6. Protected Health Information (PHI): Any information, maintained in any form about the physical or mental health of an individual or payment for the provision of health care of an individual that identifies an individual and is transmitted electronically or otherwise, PHI does not include education records, covered by the Family Education Rights and Privacy Act (FERPA) or employment records held by a health care provider in its role as employer.
7. Title VI: The part of the Civil Rights Act of 1964 that prohibits any facility that receives federal assistance from discrimination in the provision of services on the basis of race, color or national origin. (These are the only topics addressed in this part of the Civil Rights Act.)

**Responsible Persons:**

All health department staff

**Procedures:**

1. Signage will be posted in the lobbies of the clinical, WIC and Environmental Health areas to inform consumers of the right to file a complaint.
2. If the consumer expresses a wish to file a complaint, he/she will be referred to any supervisor or the Health Director.
3. If the consumer wishes to file a verbal complaint, the supervisor will document the complaint on the complaint form.
4. If the consumer wishes to file a written complaint, a form and envelope will be given to the consumer. When the consumer has completed the form, he/she will place the form in the envelope and seal it.
5. The complaint form will be forwarded to the Health Director.
6. The Health Director will review the complaint, discuss the complaint with the appropriate supervisor.
7. The Health Director and Management Team will ensure at least 90% of complaints are followed up within ten (10) working days.
8. **If the complaint is filed against a service, individual or situation, the department supervisor will be responsible for conducting a follow-up regarding the complaint, completing the staff follow-up portion of the form and returning the form to the Health Director.**
9. **The Health Director will be responsible for the follow-up of any complaints regarding a public health law or ordinance; a public health authority; or a public health policy. The Health Director may designate a department supervisor to assist with addressing the complaint.**
10. Any patterns that are identified from complaints will be submitted to the QA team for review and/or solutions.

**Note: *In certain circumstances, the Health Director may submit the complaints directly to the Management Team for discussion.***

11. All complaints will be kept on file in the Health Director's office.



**SAMPSON COUNTY HEALTH DEPARTMENT  
Diversity Plan Policy & Procedures**

Program: Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Sampson County Health Department Diversity Plan Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson RN
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: N/A
Distributed to: All Staff	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To assess the current level of diversity in the community to assist in developing strategic planning goals for public health staffing as it relates to the community population.

To recruit and retain an excellent and diverse workforce.

**Policy:**

The Sampson County Health Department (SCHD) strives to recruit and retain a diverse management team staff and employee workforce that mirrors the demographics of the community as best as possible in relation to gender and race/ethnicity.

SCHD strives to foster, maintain and promote equal employment opportunity. SCHD will select employees on the basis of the applicant’s qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to race, color, religion, sex, national origin, political affiliation, qualified disability, marital status, or age.

**Procedures:**

**Implementation:**

1. All personnel responsible for recruitment and employment will review this policy and relevant practices to assure that equal employment opportunity. This is based on:
  - A. Reasonable, job-related job requirements being actively observed.
  - B. No employee or applicant for employment will be discriminated against due to race, color, religion, sex, national origin, political affiliation, qualified disability, marital status, or age.

2. Applicants with disabilities will receive equal consideration for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of duties.
3. Notices with regard to equal employment matters will be posted in conspicuous places on county premises in places where notices are customarily posted.

Recruitment, Selection and Appointment:

1. When position vacancies occur, the Sampson County Human Resources Director will publicize these opportunities for employment, including applicable salary information and required employment qualifications.
2. Information on job openings and hiring practices will be published in local and/or other news media as necessary to inform the community and create a qualified and diverse pool of applicants.
3. In addition, notice of vacancies will be posted at designated conspicuous sites within departments and in locations with a large minority population such as colleges and universities.
4. Individuals will be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that a pool of well-qualified applicants are obtained for health department services.
5. The North Carolina Employment Security Commission is used as a recruitment source.
6. Employment advertisements will contain assurance of equal employment opportunity and will comply with Federal and State statutes.
7. All persons expressing interest in employment with the health department will be given the opportunity to file an application for employment for positions which are currently being recruited.

Data Guidelines:

SCHD uses statistical information based on county demographical information to review the current workforce demographics and to assist with planning for recruitment and retention of a diverse workforce. The information is reviewed on an annual basis.

1. County Demographics (US Census Bureau Quick Facts, 2017):

The demographics of the citizens of Sampson County in relation to gender and race/ethnicity are as follows:

A. Gender

1. Male: 49.4%
2. Female: 50.6%

B. Race/Ethnicity

1. White: 67.0%
2. Black or African American: 26.6%
3. Native American: 3.3%
4. Other Races: 13.1%
5. Hispanic/Latino: 19.8%

(US Census Bureau Quick Facts, 2017)

2. Health Department Demographics:

The demographics of the Sampson County Health Department staff in relation to gender and race/ethnicity are as follows:

A. Gender

1. Male: 13%
2. Female: 87%

B. Race/Ethnicity

1. White: 52.6%
2. Black or African American: 28.9%
3. Hispanic/Latino: 15.7%
4. Native American: 2.6%

3. Strengths:

The department mirrors the race/ethnicity demographics of the county population. It was originally expected that the department's percent of minority staff would be lower than that of the community; however, the department has more minority staff (47.4%) than that of the community population (33%).

4. Needs:

A review of demographics based on gender indicates the health department needs to recruit a larger male population in an effort to more closely mirror the demographics of the community. The County's male population was an estimated 49.4% in 2017 compared to SCHD's 13%.

5. Plan:

The Sampson County Health Department plans to promote public health careers more to the male population specifically aiming towards male students.

- A. Sampson County Health Department will plan to collaborate with the local high schools regarding health occupations classes in order to increase awareness of public health career path, especially for males.
- B. Sampson County Health Department will plan to collaborate with Sampson Community College to encourage more male college students to pursue the public health career path.
- C. Sampson County Health Department will plan to collaborate with local and state educational institutions to encourage more males to pursue non-medical public health positions, such as financial or clerical.

**References:**

US Census Bureau Quick Facts, 2017.

## US Census Bureau Quick Facts, 2017:


**TOPICS**  
Population, Economy
**GEOGRAPHY**  
Maps, Products
**LIBRARY**  
Infographics, Publications
**DATA**  
Tools, Developers
**SURVEYS/PROGRAMS**  
Respond, Survey Data
**NEWSROOM**  
News, Blogs
**ABOUT US**  
Our Research

### QuickFacts

#### Sampson County, North Carolina; North Carolina

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

-- Select a fact --
CLEAR
TABLE
MAP
CHART

### Table

All Topics	Sampson County, North Carolina	North Carolina
<b>Population estimates, July 1, 2017, (V2017)</b>	63,430	10,273,419
<b>PEOPLE</b>		
<b>Population</b>		
<b>Population estimates, July 1, 2017, (V2017)</b>	63,430	10,273,419
Population estimates base, April 1, 2010, (V2017)	63,469	9,535,721
Population, percent change - April 1, 2010 (estimates base) to July 1, 2017, (V2017)	-0.1%	7.7%
Population, Census, April 1, 2010	63,431	9,535,483
<b>Age and Sex</b>		

All Topics	Sampson County, North Carolina	North Carolina
<b>Population estimates, July 1, 2017, (V2017)</b>	63,430	10,273,419
<b>Age and Sex</b>		
Persons under 5 years, percent	△ 6.4%	△ 5.9%
Persons under 18 years, percent	△ 24.6%	△ 22.4%
Persons 65 years and over, percent	△ 17.3%	△ 15.9%
Female persons, percent	△ 50.6%	△ 51.3%
<b>Race and Hispanic Origin</b>		
White alone, percent (a)	△ 67.0%	△ 70.8%
Black or African American alone, percent (a)	△ 26.6%	△ 22.2%
American Indian and Alaska Native alone, percent (a)	△ 3.3%	△ 1.6%
Asian alone, percent (a)	△ 0.6%	△ 3.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	△ 0.3%	△ 0.1%
Two or More Races, percent	△ 2.2%	△ 2.2%
Hispanic or Latino, percent (b)	△ 19.8%	△ 9.5%
White alone, not Hispanic or Latino, percent	△ 51.0%	△ 63.1%
<b>Population Characteristics</b>		
Veterans, 2012-2016	3,581	683,221
Foreign born persons, percent, 2012-2016	9.7%	7.7%

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Facility & Equipment Cleaning Policy & Procedure**

Program: Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Sampson County Health Department Facility & Equipment Cleaning P & P	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson RN
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Staff	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To assure that Sampson County Health Department (SCHD) has a method to disinfect any and all medical instruments and/or medical equipment used during patient care in the effort to adhere to infection control recommendations and guidelines.

**Policy:**

The Sampson County Health Department (SCHD) understands the importance of infection control in the outpatient healthcare setting to reduce the risk of transmission infections and diseases to SCHD clients and personnel. Infection control involves a variety of procedures to help reduce the risk of infection transmission. This policy provides guidance to personnel regarding cleaning and disinfecting methods. SCHD follows the Federal Office Safety and Health Administration (OSHA) and the Centers for Disease Control and Prevention (CDC) guidelines regarding infection control.

Clinical staff and interpreters will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the clinical area. Laboratory staff will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the laboratory area. WIC staff will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the laboratory area. Sampson County Health Department will use EPA-registered disinfectants in accordance with the manufacturer's instructions for disinfecting surfaces, equipment and instruments.

**Definitions:**

EPA: Environmental Protection Agency

Environmental Surfaces: flat surface areas that may become contaminated.

Infection Control: a means of limiting exposure to infectious organisms.



Personal Protective Equipment (PPE): protective barrier devices to protect the wearer from contamination; should be appropriate for the task and type of contamination.

**Applicable Laws, Rules & Regulations:**

OSHA Blood-borne Pathogen Standard – 29 CFR – 1910.1030  
CDC MMWR Recommendations and Reports MMWR 52(rr10);1-42; June 6, 2003: Guidelines for Environmental Infection Control in Health-Care Facilities

**Responsible Persons:**

Clinical Staff  
Laboratory Staff  
WIC Staff  
All Other Staff as indicated

**Equipment Required:**

Latex and/or Vinyl gloves  
Face shields/goggles  
Paper towels  
EPA-registered, hospital-grade disinfectants  
Alcohol

**Procedures:**

**Overview:**

1. Sampson County Health Department will use EPA-registered disinfectants in accordance with the manufacturer's instructions for disinfecting surfaces, equipment and instruments.
2. Clinical staff and interpreters will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the clinical area.
3. Laboratory staff will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the laboratory area.
4. WIC staff will be responsible for the cleaning of medical instruments and equipment after each patient use and/or as recommended by established infection control standards in the laboratory area.
5. Environmental Health staff will be responsible for the cleaning of instruments and equipment used during the performance of job duties as indicated by NC Environmental Health Division guidance.
6. A record of cleaning is documented on various logs used throughout the agency. Refer to the Appendix, Attachment A for the logs.

**Cleaning & Disinfecting Environmental Surfaces:**

1. **Wear gloves to clean**
2. Use an EPA-registered, hospital-grade disinfectant and use in accordance with the disinfectant's label instructions and in accordance with the equipment's manufacturer's instructions
3. Do not use alcohol to disinfect large environmental surfaces.

Cleaning Spills of Blood & Body Substances:

1. Promptly clean and decontaminate spills of blood or other potentially infectious materials according to the health department Exposure Control Plan.
2. Use spill kits located in the Laboratory and the WIC Lab.

Cleaning Frequency of Instruments & Equipment:

1. Earpieces and bell of the stethoscope will be cleaned with alcohol after each day of patient use and as needed; otoscope/ophthalmoscope units will be cleaned at the end of each day and as needed.
2. Ear speculums will be discarded after each use.
3. Vaginal speculums will be discarded after each use.
4. Ear pieces on audiometer will be cleaned with alcohol after each day of use or after using on a patient who has ear drainage or red canal. Disposable pieces will be discarded after each use.
5. Speculum light cords will be wiped daily after patient use with an EPA-registered disinfectant.
6. Exam beds will be wiped down after each day of use and as needed with an EPA-registered disinfectant.
7. Disposable exam bed covers and exam gowns/sheets will be used and will be discarded after each use by a patient.
8. Counters, sinks, chairs, door handles and scales will be wiped down after each day of use and as needed with an EPA-registered disinfectant.
9. Vaccine refrigerators will be cleaned at least annually or when soiled with an EPA-registered disinfectant
10. The autoclave:

- A. Instruments are soaked and cleaned per the autoclave manufacturer's instructions.
- B. The autoclave machine is monitored and cleaned per OSHA, CDC and the manufacturer's guidelines and instructions. This includes, but is not limited to:

1. Performing a weekly spore check
2. Cleaning the machine at least monthly or more often depending on the number of uses based on CDC guidance and the Manufacturer's Operations Manual.
3. Record findings and cleanings in the logs

- C. Refer to the Appendix, Attachment B for CDC guidance.

Cleaning Schedule for Clinical, Laboratory and WIC Areas:

1. **Wear gloves to clean.**
2. At the end of the workday and as needed, the clinical interpreters and nursing staff will clean the countertops, sink, exam table, stools, **weight scales** and door handles in all exam rooms.
3. Laboratory staff will clean the phlebotomy station, countertops, sink, stools, lab chairs and door handles in all laboratory rooms.
4. WIC staff will clean the countertops, sink, stools, lab chairs, **weight scales** and door handles in all laboratory rooms and breastfeeding rooms/chairs.
5. Environmental surfaces in any health department area will be cleaned as needed whenever they are contaminated.

Documentation of Cleaning Frequency:

Staff performing the required cleaning will document their performance by putting their initials on the Cleaning Schedule Log which is located: in each exam room; the laboratory central work station; and the WIC Lab room.

Cleaning Schedule for Jantorial Contractor:

~~Health Department cleaning is provided by a contractor who will provide at minimum:~~

1. SCHD contracts with a cleaning company that is responsible for the routine cleaning and maintenance of SCHD and is responsible for supplying and/or using the required disinfection cleaning products.
2. The contractor is responsible for the training of contract staff regarding disinfection and cleaning practices.
3. The contractor is responsible for meeting all disinfecting and cleaning requirement as indicated by the cleaning schedule – refer to the Appendix, Attachment A for the Cleaning Schedule. Routine disinfecting and cleaning includes, but is not limited to:
  - A. Sweep/vacuum floors daily.
  - B. Empty all clinical trash cans twice daily.
  - C. Empty all biohazard receptacles daily.
  - D. Empty all other trash cans daily.
  - E. Disinfect/clean patient and public bathroom sinks and toilets daily.
  - F. Mop floors daily.

**References:**

OSHA Blood-borne Pathogen Standard – 29 CFR – 1910.1030  
CDC MMWR Recommendations and Reports MMWR 52(rr10);1-42; June 6, 2003: Guidelines  
for Environmental Infection Control in Health-Care Facilities  
SCHD OSHA Manual  
SCHD Laboratory Policy & Procedures Manual

**SAMPSON COUNTY HEALTH DEPARTMENT  
Incident Reporting Policy and Procedure**

Manual: Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Sampson County Health Department Incident Reporting P&P	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To provide department-wide guidelines to ensure timely, appropriate reporting of any unusual event or circumstance involving Sampson County Health Department (SCHD) personnel, clients or visitors.

**Policy:**

Sampson County Health Department is aware of the need to document the occurrence of events or circumstances that may affect the normal operating procedures of SCHD. SCHD is committed to ensuring that these events receive attention, are reviewed and steps are taken to prevent future incidences when possible.

**Definitions:**

Incident: Any unusual event or circumstance that is: not consistent with normal, routine operations of the Sampson County Health Department (SCHD) and staff; directly related to situations involving potential medical or general liability issues; not related to property damage, theft or vandalism; and/or not related to employee performance, complaints or injuries UNLESS the event/circumstance involves client care.

**Procedures:**

Responsibility:

1. All Health Department personnel are responsible for any incident in which they participate or of which they are aware. All incidences are to be reported following the guidelines below.
2. Examples of Incidents:
  - A. Client/visitor/personnel slip and/or fall

- B. Unusual conduct by client, relative or visitors
  - C. Medication errors
  - D. Potential hazards, such as life-saving procedures, fire equipment or other equipment malfunction that may threaten personnel/client/visitor safety
  - E. Accidents in which clients/personnel/visitors are injured/die
  - F. Unexpected outcomes of treatments or procedures
  - G. Mistaken identity
  - H. Serious drug reaction
  - I. Delay/failure to diagnose/treat that results in unexpected complications
  - J. Any occurrence that may result in medical/legal issues.
3. Summon medical/other assistance as needed.
  4. Report incident immediately to:
    - A. Nursing Director Health Director
    - B. Health Director if Nursing Director unavailable Department Supervisor if the Health Director is unavailable
    - C. Physician as indicated
  5. Complete Incident Report Form as completely and as accurately as possible.
  6. Complete any other applicable forms as needed.
  7. **ALL INCIDENTS MUST BE REPORTED WITHIN 24 HOURS**
  8. ***NOTE: The form is NOT a part of a client record. NO copies of the form are to be made or any part placed in a client's chart.***
  9. Separate documentation may be done in the client's chart on the Progress Notes if applicable. Documentation should include the facts of the incident, steps taken and outcome if the incident relates to the client's care.
  10. The original Incident Form is to be completed, placed in an envelope marked "Confidential" and forwarded to the Nursing Health Director. If the Nursing Health Director is unavailable, forward the Incident Form to the Health Director Department Supervisor.
  11. The Nursing Health Director will review and log the report, then forward the Incident Form to the Health Director appropriate Department Supervisor within three (3) working days.
  12. The Nursing Director Department Supervisor will be responsible for the follow-up and feedback of all Incident Reports and returning the form and information to the Health Director within ten (10) working days.
  13. Recommendations will be forwarded to the Health Director, the Management Team, and the Quality Assurance Team for feedback.

Revised 06/22/06; 01/28/2009; 8/2013; 8/2014; 08/03/2015; 8/03/2016; 10/02/2017; 10/02/2018



**SAMPSON COUNTY HEALTH DEPARTMENT  
Professional Liability Policy and Procedure**

Manual: Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Sampson County Health Department Professional Liability P&P	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To provide guidance and information to all agency departments concerning general and professional liability coverage.

**Policy:**

The Sampson County Health Department (SCHD) will provide professional liability insurance coverage for the employees of the Sampson County Health Department. Coverage will be renewed annually and copy of the policy will be kept in the Administrative Assistant’s office.

**Applicable Law, Rules and Regulations:**

County of Sampson Administration Policy for County Departments

**Responsible Persons:**

Health Director

**Procedures:**

1. Under the County of Sampson Administration Policy, each county department is required to provide professional liability insurance coverage for its personnel.
2. SCHD maintains professional liability insurance through the North Carolina Association of Local Health Directors CHUBB Plan
3. The Health Director or designee will ensure that all SCHD personnel are covered at all times by ensuring:
  - A. Premiums are paid in a timely manner.
  - B. Coverage policies are renewed annually.

**References:**

North Carolina Association of Local Health Directors: ACE American Insurance Company  
Healthcare Professional Liability Policy.

**Sampson County Health Department**  
**Research Policy & Procedures**

Program: Administrative Manual	<u>Applicable Signatures/Title</u>
Title: Sampson County Health Department Research Policy & Procedures	Program Coordinator: Vacant
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson RN
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Staff	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

To provide guidelines regarding participation in research studies conducted by Sampson County Health Department or any agencies seeking participation from SCHD clients.

**Policy:**

It is the policy of the Sampson County Health Department to participate in research studies sponsored by government and other agencies that can provide incite or information regarding subjects that can improve the health and well-being of the citizens of Sampson County.

The US Department of Health and Human Services, Office for Human Research Protections (OHRP) provides leadership on human research subject protections and implements a program of compliance oversight the protection of human subjects - Title 45, Part 46 of the Code of Federal Regulations (45 CFR part 46).

North Carolina academic institutions and the North Carolina Department of Health & Human Services (NC DHHS) follow these regulations in policies detailed by the Institutional Research Board (IRB), which governs all research within these agencies and adheres to the highest standards in research practices. All applicable North Carolina General Statutes and administrative codes will be observed.

**Applicable Laws and Rules:**

Code of Federal Regulations: Title 45, Part 46; § 45CFR 46.  
Code of Federal Regulations: Title 21, Part 50; 2§ 1 CFR 50.  
North Carolina General Statute § 130A-374  
10A NCAC 47A.0102  
10A NCAC 13B.3302

### **Responsible Persons:**

All Health Department Staff that participates in any manner in research projects.

### **Procedures:**

#### **Client Participation:**

1. Clients will be informed that participation in a research study is voluntary.
2. Research studies will not adversely affect the client's physical, social, psychological or financial well-being.
3. Research studies that are undertaken are to have a goal to assist in improving the health status of Sampson County residents, as well as North Carolina's general population.
4. All studies will be established in such a way to protect the participant's identity, rights, privacy, anonymity, financial status and confidentiality.

#### **Health Department Participation:**

1. All inquiries for permission to conduct health research studies in the county should be directed to the Health Director.
2. A written request and research proposal is to be submitted to the Health Director.
3. A meeting to discuss details of the research study will be scheduled between all parties.
4. A detailed research proposal and written IRB proposal will be placed on file at the Health Department prior to the study beginning.

#### **Agencies' Responsibilities:**

1. The Health Director will approve local health studies involving county participants when relevant.
2. An academic institution or any other outside agency will develop a research proposal detailing the study objectives, procedures, and proposed outcomes.
3. The academic institution or outside agency will obtain and submit written IRB approval prior to the study, and a copy must accompany the research proposal submitted to the Health Department.
4. The Health Director will appoint personnel to serve as liaison(s) to the research study.
5. The Family Planning Coordinator will notify the Women's Health Branch and the Regional Title X Office in writing of any research project involving Title X clients.

Health Department as Host Agency:

1. Under normal circumstances, SCHD does not serve as the host for research projects. In the event that another agency or the State would request that SCHD serve as a host agency for any research project, SCHD will follow all guidelines, rules and regulations for establishing itself as the research project host.
2. SCHD will follow all of the processes in § 45CFR 46 and North Carolina laws to ensure all laws and regulations have been met to host a research project.
3. SCHD will ensure all research participants rights are protected under federal and state laws.

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Staff Qualifications and Development Policy & Procedures**

Manual: SCHD Administrative Manual	Applicable Signatures/Title:
Title: Sampson County Health Department Staff Qualifications & Development	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: N/A
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Vacant
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Allyn Dambeck
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Jacqueline Howard
Distributed to: All Personnel	Effective Date: 10/02/2018
	Supersedes: 10/02/2017

**Purpose:**

- To provide quality services by training and retaining a quality workforce.
- To identify ways to recruit and retain diverse, qualified management staff and employees.
- To train employees for high productivity.
- To identify and provide required, needed or recommended trainings for staff.

**Policy:**

This policy shall assure Sampson County Health Department compliance with county, state and federal laws and regulations as well as the recruitment and retention of highly qualified and diversified management team and health department staff members in order to enhance the provision of high quality services to clients. As a public health agency, the Sampson County Health Department is required to comply with public health laws, rules and regulations. The health department will enhance personnel development by identifying educational requirements, needs and training to assure staff members are adequately educated, trained and credentialed for their positions.

**Definitions:**

Competent: Capable, knowledgeable and qualified to perform the assigned duties and responsibilities

Validate: To confirm or verify competency

Employees: All hired, contracted or volunteer persons working on behalf of the agency

**Laws, Rules, Regulations:**

North Carolina General Statute 130A, Article 2.

10A North Carolina Administrative Code (NCAC) 46; Section .0300 – 0301.



### **Responsible Persons:**

All Health Department Personnel

### **Procedures:**

#### **Orientation:**

1. All staff members are required to complete an orientation program based on the position and agency departments and programs – see Orientation Policy.
2. The length of time required for orientation is based on the employee's job position – see Orientation Policy.
3. All new employees will complete their Orientation Guide – see Orientation Policy.

#### **Performance Review & Appraisals:**

1. Employees appointed to full-time positions will serve a probationary period of a minimum of six months.
2. During the probationary period, new employee review will consist of:
  - A. Weekly performance review and goal setting using the New Staff Orientation Part 1 Form for the first 90 (3 months) days until the 90 (3 month) performance appraisal – see Orientation Policy.
  - B. Once the 90 (3 month) day performance appraisal has been completed, the monthly New Staff Orientation Part 2 Form will be used for the next 90 (3 months) days until the 180 (6 month) day performance appraisal – see Orientation Policy.
3. During the probationary period, performance appraisals will be performed after 30 (one month), 90 (three months) and 180 days (six months) of employment until the probationary period has ended to assist employees with accomplishments, strengths, weaknesses and areas identified that need improvement.
4. Initial competency will be completed at the end of one month (30 days) of hire, then annually thereafter or as needed – see General Staff Competency Requirements: below.
5. Performance appraisals may be performed more frequently based on any identified areas that need to be addressed more often.
6. The probationary period may also be extended beyond the 180 (6 months) days based on any identified areas that need additional appraisal.
7. Once the probationary period has ended, annual employee appraisals will be done during the anniversary month of hire.
8. The probationary appraisal will consist of:
  - A. The employee's progress that includes:

1. Accomplishments
  2. Strengths
  3. Weaknesses
  4. Goals/Areas needing improvement
- B. Review of satisfactory completion of job duties/work
  - C. Recommendation to end or extend the probationary period
5. The annual performance appraisal will consist of:
    - A. Review of the Employee Self-Appraisal
    - B. Review of the employee's job performance during the previous year
    - C. Identification of strengths, weakness, areas needing improvement
    - D. Any extenuating factors affecting job performance
    - E. Goals and/or needed improvements for the next evaluation period
    - F. Review of the job description
    - G. Review of Title X competencies if applicable
    - H. Review of nursing competencies
    - I. Review of employee competencies.

Qualifications:

The Sampson County Health Department shall comply with the North Carolina Administrative Code, 10A NCAC 46.0300 – .0301 Local Health Department Staff, which identifies the “Minimum Standard Health Department: Staffing.” In compliance with this rule, the following shall be mandated for staff.

General Staff Competency Requirements:

1. Recruitment and selection of employees will follow state and/or local personnel policies related to hiring and include verification of education, experience and training. Verification of licensure and/or certification will be conducted as appropriate to specific position requirements.
2. All positions will have a current signed and dated job description defining qualifications, knowledge, skills and abilities required for the position.
3. All new employees will receive a thorough agency general and job specific orientation which outlines specific areas of knowledge and skills required for the position. Employees changing positions or job responsibilities will receive an orientation to the new requirements of the position.
4. The Department Supervisor will be responsible for assuring the orientation process and verification of competency of the employee to include:
  - A. The established time frame of the new employee orientation period will be individualized according to the employee's job requirements and identified needs.

- B. An initial competency assessment will be performed within 30 days of hire.
  - C. All new employees will satisfactorily demonstrate skills of the assigned job prior to being assigned independently to the job duties.
5. SCHD will ensure all staff are competent in their duties and will guide the total process and will include the following competency verification procedures:
- A. Awareness of the core functions and essential services of public health and the core competencies for public health employees as well as any specific competencies for disciplines such as nursing, WIC and environmental health.
  - B. Utilization of job specific skills lists with designated activities and timeframes for completion and verification of competency of the assigned skills.
  - C. Designated mentor or preceptor/s to foster an environment of supported learning.
  - D. Employee, mentor/preceptor and supervisor evaluation and feedback including a plan for improvement or continued growth as indicated according to the established time frame.
4. Ongoing competency of employees will be assessed: at a minimum annually; during orientation; when new procedure and techniques are introduced; when job duties change; and by individual performance. The Department Supervisor will be responsible for assessing and assuring verification of ongoing competency and developing, along with the employee, a plan for remediation and continued improvement as indicated. Methods for verification will include:
- A. Orientation and annual agency employee performance appraisal/work-plan utilizing required duties and responsibilities of the job description and including future goals and plans.
  - B. Annual competency assessments utilizing checklists of key job skills including self-evaluation, demonstration and supervisor observation/evaluation with improvement plans as indicated.
  - C. Interim competency assessments to assess competence as new procedures or techniques are introduced, when job duties change and as indicated by individual performance.
  - D. Verification and copies of current licensure and certifications as required. Assurance of completion of required or recommended trainings as appropriate for the assigned responsibilities.
  - E. Review and/or performance by the supervisor of record audits as applicable to the position.
  - F. Utilization of reports of incidents, accident trends, customer satisfaction feedback and staff input as indicated.

5. Competency assessment with observation and training may be utilized at any time during employment by the Department Supervisor or designee when:
  - A. The employee requests it.
  - B. The employee has rated themselves as needing improvement or lacking in knowledge and/or skill for the assigned job.
  - C. When patterns/trends are identified demonstrating an inability to perform the assigned job satisfactorily.
6. The agency will promote and encourage competency of employees by providing access to educational materials and trainings required for the position and as possible, other opportunities to enhance the growth of the employee's skills and abilities to perform the job. The agency will assure that any on the job training is provided by qualified and/or competent trainers.

#### Health Director Qualifications & Competency:

1. The Sampson County Board of Health will ensure the Health Director has and maintains the required credentials to serve in the capacity of Health Director per North Carolina General Statute 130A: 40-41.
2. The Health Director is responsible for providing the appropriate credentials to the Board of Health.

#### General Nursing Department Staff Competency and Responsibilities:

1. To assure the initial and ongoing competence of employees in order to provide quality public health services to all clients of the Sampson County Health Department (SCHD, each section of the nursing department is expected to meet minimum competency standards. This includes, nurses, social workers, interpreters, lab techs and any other employee providing nursing department services.
2. Sampson County Health Department (SCHD) will ensure the assessment of the competency of nursing department employees to perform the necessary skills for their assigned duties and responsibilities initially and ongoing, at least annually. The Nursing Director will ensure the competency of staff. SCHD will provide a work environment which promotes self-development and continued learning.
3. Tools developed by the North Carolina Division of Public Health, Local Technical Assistance and Training Branch & Public Health Nursing and Professional Development Unit will be used as a basis to measure competency for all nursing department staff.
4. The competency tool will be used within 30 days of hire to measure the employee's initial competency and to set goals for the employee for the next twelve months.
5. The tool will be used to measure competency during the employee's annual performance appraisal and the information will be used to determine areas needing improvement and/or goal setting for the next performance period.

6. The competency tools may be used at any time to measure competency for any employee or for a specific competency measure. Examples may include interviewing, vital sign measurements, documentation, etc.

Nursing Licensure, Scope of Practice, Qualifications & Responsibilities:

SCHD will assure a qualified public health workforce and ensure nursing staff have and maintain appropriate licensures and credentials. All nursing staff will hold a current nursing license.

1. General Responsibilities:

The Nursing Director will be responsible for ensuring appropriate orientation for each staff member, which is usually six (6) weeks; however, this time period may be expanded based on the position and the amount of initial orientation/training needed for the position.

The Nursing Director is responsible for ensuring staff receives appropriated training for the position, which may include webinars, online courses, meetings, facility-based courses and inservices.

The Nursing Director is responsible for tracking staff certification, training and licensure and will review certification and licensure for nursing staff. She will inform staff of the following information requirements:

- A. All professional licenses shall be verified at the time of renewal. Each nurse will be responsible for providing the Nursing Director with a copy of a current nursing license before hire and when renewed.
- B. The Nursing Director will verify licensure on the NC Board of Nursing Website—[www.ncbon.com](http://www.ncbon.com).
- C. Verification of continuing educational credits shall be reported to the Nursing Director at the time credit is received. The employee will be responsible for providing the Administrative Assistant with a copy of the certification to be placed in the employee's personnel file.
- D. The employee will notify the Nursing Director when the *Introduction to Principles and Practices of Public Health Nursing* course or expanded role trainings, such as Child Health or STD Enhanced Role Registered Nurse Courses are successfully completed. The employee will provide the Nursing Director and the Administrative Assistant a copy of the training certificate.
- E. All SCHD licensed healthcare professionals that provide prenatal services will receive Fetal Monitoring Training every two (2) years in order to be able to perform Non-Stress Testing (NST) when indication warrants. SCHD healthcare professionals requiring the training include the Clinic Registered Nurses and Nurse Practitioners.

2. Scope of Practice:

- A. All Public Health Nurses will abide by the North Carolina Board of Nursing Practice Act.
- B. The Nurse Practice Act provides legal parameters within which a nurse with a verified license may practice in North Carolina.

3. Category II:

- A. Certain activities are within the scope of nursing practice for Public Health Nurses provided the North Carolina Board of Nursing has been notified that there is:
  - 1. A written protocol to include standing orders as needed.
  - 2. Documentation of appropriate training and supervised clinical practice.
  - 3. Written approval by the nursing administration, agency administration and medical staff of the agency.
- B. Category II policies, protocols and/or procedures will be updated and signed annually.
- C. A roster of staff approved for Category II procedures will be maintained in the Nursing Director's Office.

4. Mandatory Training for Clinical Services:

- A. OSHA/Bloodborne Pathogens Training
- B. CPR
- C. HIPAA
- D. Title X Competency Trainings
- E. POHR
- F. CureMD EHR
- G. Documentation, Coding and Billing
- H. NCIR
- I. Fetal Monitoring Training

5. Mandatory Training for Outreach Services:

- A. OSHA/Bloodborne Pathogens Training
- B. CPR
- C. HIPAA
- D. Title X Competency Trainings
- E. POHR
- F. CureMD EHR
- G. Documentation, Coding and Billing
- H. NCIR



- I. Prenatal Care Management (OBCM) Training
- J. Care Coordination for Children (CC4C) Training
- K. Motivational Interviewing Training
- L. Postpartum/Newborn Home Visit Training
- M. Mental Health First Aid Training

6. Individual Nurse Responsibilities:

- A. Each nurse must hold a registered nursing license that is determined to be valid by the North Carolina Board of Nursing (NCBON) and must provide the Nursing Director a copy of the license upon hire and at each renewal.
- B. Any nurse without or suspected of being without a valid nursing license will be suspended immediately from nursing duties until a determination is made regarding the status of a valid nursing license that is compliant under the rules and regulations of the North Carolina Board of Nursing.
- C. Each nurse is responsible for following NCBON requirements for annual continuing educational contact hours and competencies.
- D. Possess a baccalaureate nursing degree from a National League of Nursing accredited school OR complete the North Carolina Department of Public Health's *Principles & Practices of Public Health Nursing* Course within one year of hire.
- E. Will complete formal education or training needed to perform Category II Nursing Activities within the scope of nursing practice as indicated by each nurse's job function(s). These include:
  - 1. Dispensing of Drugs by Public Health Nurses
  - 2. HIV Prevention Counseling & Testing
  - 3. Physical Assessment of Adults
  - 4. Physical Assessment of Children
  - 5. STD Clinician Training
  - 6. Communicable Disease/TB Clinician Training
  - 7. Diabetes Training
  - 8. Title X Competency Form within 30 days of hire and then annually at performance appraisal.
  - 9. Job competency assessment
- F. Each nurse is responsible for obtaining and maintaining competency in their area of work. The competency form will be completed for each nurse during the annual performance appraisal.

Public Health Nurse I:

- 1. Classification salary ranges are set by the state personnel office and county commissioners.
- 2. Must hold a registered nursing license that is determined to be valid by the North Carolina Board of Nursing.

3. Must complete the following staff development within six months of hire unless otherwise indicated:
  - A. Dispensing of Drugs by PHNs
  - B. CPR
  - C. OSHA/Bloodborne Pathogens within 10 days of hire and annually
  - D. Principles and Practices of Public Health if does not have BSN degree within one year of hire; RNs with a BSN or higher degree will be required to take the online Introduction to Public Health Course. Refer to the Orientation Policy and Procedures.
  - E. HIPAA
  - F. Program-specific training as required or indicated by state or health department guidelines:
    1. Care Coordination for Children
    2. Pregnancy Care Management
    3. Immunizations
    4. CD/TB Orientation

Public Health Nurse II and III (Program Coordinator/Enhanced Role Nurse):

1. Must meet all of the requirements of the Public Health Nurse I (PHN I).
2. Must meet all of the following requirements listed for the program before eligible for salary and fringes as indicated by the position.
3. Breast and Cervical Cancer Control/WISEWOMAN Program:
  - A. BCCCP Trainings
  - B. WISEWOMAN Trainings
4. Child Health/Immunizations:
  - A. Child Health Enhanced Role Training Course
  - B. Bright Futures Training
  - C. Testing Certification
  - D. OAE Certification
  - E. Communicable Disease Clinician Course
  - F. Immunization/NCIR Course
  - G. NC EDSS Course
5. Communicable Disease:
  - A. Communicable Disease Clinician Course
  - B. TB Orientation Course
  - C. Immunization Course
  - D. NC EDSS Course

6. Sexually Transmitted Disease
  - A. Adult Physical Assessment Course
  - B. Sexually Transmitted Disease Enhanced Role Clinician Course
  - C. Communicable Disease Clinician Course
  - D. TB Orientation Course
  - E. Immunization Course
  - F. NC EDSS Course
  
7. Other Program Requirements
  - A. In addition, other programs may require additional training based on the program and/or any grants received.
  - B. All program coordinators will be responsible for training and implementation of the Cervical Cytology Manual policy/procedures and any needed follow-up for their program as required by state and federal guidelines.
  - C. Thorough understanding of their program's Agreement Addendum(s) and the requirements for their program(s).
  - D. All program coordinators will be responsible for training and meeting requirements as mandated by state/federal guidelines that may not be listed in this policy.

Nurse Practitioner:

1. Classifications and salary ranges are determined by the state personnel office and the county commissioners.
2. Must hold a registered nursing license that is determined to be valid by the North Carolina Board of Nursing (NCBON) and the North Carolina Board of Medical Examiners (NCBME).
3. Must hold a valid DEA license.
4. Must ensure fifty mandatory contact hours annually as required by the NCBON and NCBME.
5. Within three (3) months of hire, all new midlevel or higher medical providers that provide assessment and/or management of STD clients will complete the Alabama/North Carolina HIV/STD Prevention Training and a one-day STD clinical practicum. SCHD will notify the DPH STD Regional Consultant to arrange the training.

Laboratory Personnel:

1. Classification and salary ranges are determined by the state personnel office and the county commissioners.
2. Training needs will be assessed during orientation period and competency testing.

3. Laboratory personnel will follow all North Carolina State Laboratory of Public Health (NCSLPH) requirements and recommendations for training and continuing education.
4. Competency testing for personnel performing laboratory procedures will be conducted by the regional NCSLPH consultant or the Health Department Laboratory Manager.
5. Laboratory personnel will ensure that they maintain a minimum of six hours of continuing education annually as required by the NCSLPH.
6. Required to attend mandatory inservices and trainings.

Social Worker:

1. Classification and salary ranges are determined by the state personnel office and the county commissioners.
2. Orientation is based on job placement.
3. Required to attend the same mandatory inservices as nursing personnel.

Environmental Health Specialists:

1. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 18A .2300, as follows:
2. The Health Department is responsible for sending their newly employed environmental health specialists (interns) to the State mandated centralized intern training conducted in Raleigh, North Carolina.
3. Each Environmental Health Specialist will be responsible for completing all state-required orientation trainings – See Orientation Policy.

Registered Dietitians:

1. A copy of approved Learning Plan (which has been submitted to Credentialing on Dietetic Registration – CDR) must be provided to the Nutrition Director.
2. All newly hired nutritionists/RD's will attend a State approved breastfeeding training.

Breastfeeding Coordinator:

1. Successful completion of the North Carolina Lactation Educator Training Program; or
2. Other State-required breastfeeding training programs.
3. A minimum of 20 hours of continuing education in breastfeeding every 5 years.

Breastfeeding Peer Counselor:

1. Successful completion of the North Carolina Breastfeeding Peer Counselor Training Program; or
2. Attend other State-required Breastfeeding Peer Counselor training programs.
3. Attend NC Lactation Educator trainings.

WIC Vendor Coordinator:

1. Attend yearly vendor coordinator webinar trainings.
2. Attend other state-required WIC vendor trainings.

Health Educator:

1. Completion of trainings and courses required by state health education and promotion branches and requirements of any grants received.
2. Completion of trainings and courses required by the Health Director in order to provide health education and promotion services to the community.

Interpreter:

1. Completion of trainings required by state/federal authorities or guidelines.
2. Completion of Interpreter Certification Courses I & II.
3. Completion of trainings and courses required by the Health Director in order to provide interpreting services to clients and the community.

Medical Records/Intake-Eligibility/WIC Staff:

1. Completion of trainings required by state/federal authorities or guidelines.
2. Completion of trainings and courses required by the Health Director in order to provide services to clients and the community.

Training Plan:

1. Supervisors shall be responsible for ensuring appropriate training is provided for his/her staff and discussing the plan with the Health Director for approval and incorporation in the agency's total plan, including the budget.
2. Selection of offerings shall be based on: State/Agreement Addenda requirements, health department requirements, program requirements, relevance of the topic, availability of funds, faculty and sponsoring group, continuing education credit offered and adequate staff coverage.
3. Criteria for selection of staff training is based on need, previous contribution and Potential, such as:
  - A. Required training; e.g., PHN I.
  - B. Job skills.

- C. Demonstrated interest and potential for developing in a specific area of training.
  - D. Plan and commitment by the agency and employee to function in the area of training.
  - E. Degree of responsibility for sharing new knowledge and skills with other staff.
  - F. Demonstrated interest in professional growth.
  - G. Reasonable distribution of responsibilities.
4. Requests for workshops, educational conferences and meetings should be to the appropriate department supervisor on the travel request form with a copy of the offered training attached.
  5. The supervisor will evaluate the request, approve or deny and route accordingly.
  6. Supervisors shall be responsible for remaining abreast of any changes in laws or policy that will necessitate additional training of staff.
  7. Supervisors and employees shall be responsible for identifying the availability of specific educational opportunities.
  8. Individual training needs shall be reviewed at least annually at the time of employee performance evaluation.

Continuing Education Requests/Documentation:

1. Each employee will maintain an annual continuing education log – see appendix. The employee will be responsible for providing the department supervisor and the Management Support Supervisor a copy of the log by January 31<sup>st</sup> for the previous calendar year.
2. Each employee will be responsible for notifying his/her department supervisor of annual educational requirements for the person's position. This includes:
  - A. The number of required educational contact hours per year.
  - B. Any required educational session(s) or workshops that are mandated for the position.
3. Each employee will notify his/her supervisor of these requirements at the beginning of each fiscal year.
4. Each employee will be responsible for notifying his/her department supervisor of the date and time of educational offerings. These may include, but not be limited to:
  - A. In-house inservices/educational sessions
  - B. Sessions that require travel
  - C. Online courses
  - D. Webinars
5. Each employee will be responsible for:



- A. Completing any required registration forms
  - B. Completing any required travel requests, including attaching the information regarding the continuing education offering with agenda
  - C. Completing any required Purchase Orders/Check Requests
6. The department supervisor will review the request for continued education and will:
- A. Approve the request and forward to fiscal and the health director for approval
- OR**
- B. Not approve the request and notify the staff member that the request has been denied.
7. Request Procedure for Out-of-House Continuing Education:
- A. The employee will complete a travel request with an attachment describing the educational offering and place in his/her department supervisor's mailbox. The attachment must include:
    - 1. Location of educational offering
    - 2. Cost of educational offering
    - 3. Number of continuing educational contact hours
    - 4. Description of the educational offering
    - 5. Agenda for the educational offering
  - B. The Department Supervisor will review the request and, if approved, will forward the request to fiscal staff. If not approved, the supervisor will return the denied request to the employee's mailbox.
  - C. Fiscal staff will review the request and provide fiscal approval.
  - D. After approval by the fiscal department, the request will be forwarded to the Health Director for final approval.
  - E. When the Health Director provides final approval, copies of the approved request will be placed in the employee's and department supervisor's mailboxes, notifying them of the approved request.
  - F. Once the approved travel request has been received by the employee, he/she will then complete:
    - 1. Course registration as needed
    - 2. Hotel registration as needed
    - 3. Any needed check requests/purchase orders for the costs of the course/hotel/other items.
    - 4. All check requests must have an attachment that justifies explains the request for the check (i.e. cost of hotel room, cost of course, etc.), a copy of the agenda and a copy of the approved travel request.

- G. The employee email the check request(s)/purchase orders to his/her department supervisor.
  - H. The supervisor will approve the request and forward to the fiscal department.
  - I. The fiscal department will complete all the forms needed for the requests and forward to the county fiscal department for disbursal to the appropriate agency.
  - J. The employee is responsible for notifying the department supervisor and the Fiscal Account Specialist if the offering is cancelled after any payments have been made. The Fiscal Account Specialist will be responsible for requesting refunding of any monies that have already been sent to pay for the course.
  - K. The employee is responsible for cancelling any hotel accommodations made.
8. Request Procedure for In-House Continuing Education:
- A. The employee will notify his/her department supervisor in writing of the request to attend an in-house educational session. The session may be:
    - 1. Inservice
    - 2. Webinar
    - 3. Conference Call
    - 4. Online Course
  - B. The department supervisor will notify the employee in writing if the request is approved or not approved.
  - C. If approved, the department supervisor will arrange the employee's schedule to allow the employee time to complete the session and access to any equipment needed to allow participation in the session.
9. Educational/Training Certificates:
- A. Each employee will provide proof of attendance at the educational session, such as a copy of any certificate received by attending an educational course to the department supervisor and the Management Support Supervisor.
  - B. The certificate or other proof provided will be used to indicate the number of educational contact hours or the type of educational course attended.
  - C. The department supervisor will review the certificate copy to ensure the course meets contact hours requirements, initial the copy, make any needed comments and place the copy back in the employee's mailbox.
  - D. The employee will place a copy of the certificate in the Management Support Supervisor's mailbox. The Management Support Supervisor will place the copy in the employee's personnel file.

Required Continuing Education:

Some State, health department or agency programs mandate continued education for staff to be able to deliver services and, if applicable, to maintain professional licensure. The Sampson County Health Department shall comply with these mandates; the following is mandated for all staff during orientation and annually as indicated. See “Agency Annual Education Requirements” below.

1. All staff:
  - A. Incident Command System – ICS – Training
  - B. OSHA Training
  - C. Public Health Preparedness Training
  - D. HIPAA
  - E. Public Health Law
  - F. Title VI/ADA/LEP/Cultural Competency/Health Disparities
  - G. Title X Trainings to include:
    1. Title X Guidelines
    2. Sex/Human Trafficking
    3. Reporting Child Abuse Requirements
    4. Any other required Title X trainings as announced by the Office of Population Affairs (OPA), the CDC or the North Carolina Department of Public Health Women’s Health Branch.

**NOTE: *Environmental Health and WIC Staff are exempt from Title X Training.***

2. Public Health Nurses:

Sampson County Health Department Public Health Nurses must maintain Continuing Competence as required by the Board of Nursing effective July 1, 2006 with a minimum of 15 hours of continuing education every two years.

3. Child Health Enhanced Role Nurse Screener:

Enhanced Role Child Health Nurse Screeners must complete 10 hours of relevant continuing education, 50 patients and 100 hours of clinical practice by December 31<sup>st</sup> of each year.

4. STD Enhanced Role Nurse Screener:

Must complete 10 hours of relevant continuing education and see 50 clients by December 31st annually.

5. Environmental Health Specialists:

All Environmental Health Specialists must complete 15 hours of continued education approved by the NC State Board of Environmental Health Specialist Examiners by December 31st annually.

6. Nutritionists:

- A. Registered Dietitian Nutritionists must be in compliance with CDR and complete 75 CEUs associated with the Learning Plan goals and objectives; must be completed within five (5) years of plan submission.
- B. Nutritionists that are not RDs must have a minimum of 5 CEUs in nutrition field/breastfeeding per year.

Agency Annual Education Requirements:

Annual agency educational trainings are required for all staff to comply with State and/or Federal Mandates. Other trainings are required for all staff to review/update staff on agency/program policies. These include, but are not limited to:

- 1. OSHA/ Bloodborne Pathogens/Respiratory Protection
- 2. Health Insurance Portability & Accountability Act – HIPAA
- 3. Title X Competency Trainings (EH & WIC Exempt)
- 4. CPR/AED for clinical staff and nurses
- 5. Customer Service/Patient Satisfaction
- 6. Incident Command System – ICS/NIMS Courses
- 7. Violence in the Workplace
- 8. Public Health Law
- 9. Cultural Competency and Sensitivity
- 10. OSHA/Fire and Safety/Emergency Action Plan
- 11. American Disabilities Act
- 12. Title VI/Disabilities/Limited English Proficiency
- 13. Health Disparities

**References:**

Occupational Safety and Health Act, Effective 1972 - OSHA  
Health Insurance Portability and Accountability Act, Effective 1996 - HIPAA  
Clinical Laboratory Improvement Act - CLIA  
Americans With Disabilities Act - ADA  
Civil Rights Act, Title VI, Effective 1964  
North Carolina General Statute 130A  
10A NCAC 46.0300 – .0301  
Office of Public Health Preparedness and Response Agreement Addendum  
NC DHHS Environmental Health Section Agreement Addendum  
Federal Emergency Management Agency – FEMA  
National Incident Management System – NIMS  
North Carolina Annual Consolidated Agreement  
State of North Carolina General Statutes  
Sampson County Personnel Policy  
American Heart Association CPR Training

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: September 10, 2018	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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INFORMATION ONLY

*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a. June 18, 2018 Health Advisory Committee Meeting Minutes
- b. 2017 Annual Child Fatality Prevention Team Report
- c. Notice of Joint Meeting with SRMC Board of Trustees September 24, 2018



# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

To: Mr. Edwin Causey  
County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's agenda items-Board of Health Report

Date: August 23, 2018

Attached are items for your review from the Health Advisory Committee that was approved on August 20, 2018.

1. June 18, 2018 Health Advisory Committee Meeting Minutes
2. 2017 Annual Child Fatality Prevention Team Report. This report summarizes the activities for the Child Fatality Review Team. This team is established under North Carolina G. S. § 7B-1400 which states "...it is the intent of the General Assembly, through this article to establish...local teams. The purpose of the system is to access the records of ...all deaths of children in North Carolina from birth to age 18..." The purpose of this team is to identify areas for improvement and to recommend changes that would promote the safety and well-being of children. The team reviewed 8 child fatalities between January 1, 2017 and December 31, 2017. Findings related to these fatalities and the recommendations are found within this report.

Attachments: Health Advisory Committee Meeting Minutes  
2017 Child Fatality Report

**Sampson Count Health Department Advisory Committee Minutes  
June 18, 2018**

Member Attendance: Dr. Jeffrey Bell, Paul Bradshaw, Dr. Beth Bryan, Robert Butler, Charlotte Harrell, Linda Heath, Jacqueline Howard, Chair, Allie Ray McCullen and Commissioner Harry Parker.

SCHD staff attendance: Wanda Robinson, Tamra Jones, Annie Fennell, Perry Solice.

Administration staff attendance: Edwin Causey, Susan Holder

**I. Call to Order:**

Jacqueline Howard, Chair call the Advisory Committee meeting to order.

**II. Invocation:**

**III. Approval of Minutes:**

- a. April 16, 2018 minutes - motion made by Linda Peterson to approve April 16, 2018 minutes as presented and second made by Charlotte Harrell. All in favor. Motion carried.
- b. May 14, 2018 Dangerous Dog Hearing Appeal minutes: -motion made by Dr. Beth Bryan to approve minutes as presented and second made by Robert Butler. All in favor. Motion carried.

**IV. Additions/Deletions to agenda:**

No additions/deletions.

**V. Clinic Report:**

Wanda Robinson reported on changes with Communicable Diseases Orders. See attached handout. Reviewed points 1, 2 and 3. Discussed how the changes effects the way the Health Department does business with Isolation orders. Patient's will have to prove they are under care and are suppressed.

**VI. EH Report:**

Handouts: NC Food Code Manual-Prohibiting Animals; Frequently Asked Questions about Service Animals and the ADA.

Frequently Asked Questions about Service Animals and the ADA:

Perry Solice reviewed and discussed the above handout. Public does not understand definition of a service animal. Service animal must be trained to perform a specific action(s). Emotional support animals are not considered service animals. Anxiety attacks-service animals that have been trained to sense an anxiety attack is about to happen and take a specific action to avoid or lessen the attack would be considered as a service animal. Restaurants or food establishments are allowed to ask only certain questions regarding in determining if is a true service animal. Service animal must remain on the floor. Service animals are allowed to go through a salad bar or other self-service food line. Service animals do not have to wear vest or harness. Service animals do not have to be certified or registered, but must be vaccinated. Service animal may be any breed of dog.

**NC. Food Code Manual-Prohibiting Animals:**

Perry Solice reviewed and discussed above handout. This is the code that Environmental Health follows. Issue reported of local restaurant employee feeding a dog food from the drive thru window. Question was asked are biggest complaints of dogs in food places. Perry responded, "Yes." Comment made that Social Services has had issues with people bringing animals into department that were not service animals-animals were not permitted to stay within department.

Discussion from committee members. Situation with services dogs will get worse. It will be hard to determine if the animal is a service dog due to inability to require papers.

Question was asked if anything going to restaurants about what the rules. May need to have restaurants post signs Service Animals Only. Request was made for Perry to do an article to define and explain about service dogs.

Commissioner Parker questioned, if there was anything else Perry-EH can do? Wanda's response, Person can be sighted if do is on the table or eating from plates. Perry's response, 91.1 can be called for a deputy to come and escort out of restaurant.

**VII. Dangerous Dog Ordinance Review:**

Handout: Animal Control Ordinance of Sampson County.

Wanda Robinson reviewed and discussed the above handout. The ordinance is the guiding principle. We may want to have the county attorney look at page 15, article 3. On page 16 – Dangerous/Potentially Dangerous. The dog did not bite anyone, but did run out. The differences are vague and hard to walk through. Potentially Dangerous finding is treated as Dangerous. Linda Heath – noted the differentiation was ambiguous. On page 18, Section 1-33 letter a: she does not see they should take a potentially dangerous dog from their owner. Robert Butler asked if the dog was not considered dangerous until deemed dangerous by the board. Wanda clarified the determination is made by animal control and only the contested ones come to the board. Dr. Bryan stated as a question – So the officer deems the animal dangerous? Mrs. Howard noted the verbiage of feeling fearful of a bite is too close to dangerous. Wanda clarified that is when the board has to listen to both sides and decide based on what is presented. Mr. Parker stated – Dogs growl and show their teeth. Different breeds do certain things. Mr. Butler asked when is it dangerous if they are doing what their breed does. Linda Heath questioned why owners could not be held more accountable: Page 20 needs input from Joel. Can we not deem dangerous, but require dog to be kept indoors, on a leash, etc. If the dog breaks the stipulations, then dog owner could be fined. Wanda said that is where we can get into trouble. Linda Heath went on to say, on page 23 – if the dog is taken to animal control, animal control should be responsible. The dog should not have gotten out. Dr. Bryan said, owners are not being responsible, dog should not be wandering. Susan Holder called attention to the fee schedule in the ordinance. On the last page, the board could ask them to enforce fees. Wand said, we never know the violations they are citing – she doesn't remember it being in the report. Mr. Parker said all we have to go by is the investigation. Wanda would like Susan Holder to ask Joel to give some guidance – after July, Joel will be attending all meetings per Susan Holder. Mr. Butler asked if there was a difference between dangerous and potentially dangerous. Do they get the same results in the end? Wanda said a bite is the difference. Dr. Bryan asked why it matters if they are dangerous or potentially dangerous if there is the same outcome. Susan said, it is language in the general statue. Wanda suggested to wait for more clarification from Joel. Board members mentioned it would be good to meet prior to

the next dangerous dog meeting to go over the rules. It was also suggested the animal control officer needs to be at meetings from now on. Mr. Causey asked that detailed questions be sent to Joel so he could look over them and prepare.

**VIII. Financial Report:**

Tamra Jones reviewed handouts of Activity Summary for FY 2017-2018; Medicaid Revenues; Medicaid Revenue chart; Local Revenues and Local Revenue chart, and EH Local Revenue chart.

**IX. New Fee approval:**

Request to add Shingrix (Zoster Vaccine) Code 90750 new fee \$175.00 and Smear, Wet Mount Code 87210 fee \$12.00. Discussion- Charlotte Harrell and Dr. Bryan stated that the Shingrix is the better of the two Zoster Vaccines. Once Shingrix is approved, we will be able to order and offer vaccine. Motion made by Paul Bradshaw to accept new Shingrix code and fee and add Smear, Wet Mount Code back to fee schedule.

**X. Rural Health Grant Approval:**

Awarded \$150,000 grant for next 3 years. These funds will help fill the gaps and will be used for salaries, medical supplies and other things. We waiting on the paperwork hope to have by Board of Commissioner's meeting scheduled for July. Motion made by Dr. Elizabeth Bryan to accept the Rural Health Grant funds; seconded by Dr. Jeffery Bell. All in favor. Motion carried.

**XI. Health Directors Report:**

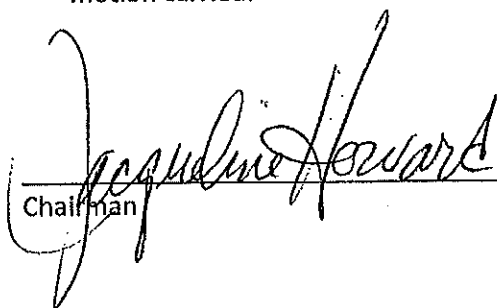
- a. 2018 County Health Rankings  
Wanda reviewed pages 12 and 13 of the booklet handout for 2018 County Health Rankings. Sampson County out of 100 county ranks 79<sup>th</sup> in Health Outcomes and 82<sup>nd</sup> in Health Factors.
- b. 2018 Child Health Report  
See handout attached. Wanda discussed 2018 NC Data Card. Sampson County is in the highest percent for Teen births. Children in Foster Care: 65% of children in foster care for Sampson County due to parent's substance abuse.
- c. Opioid Conference:  
Opioid Conference is scheduled for September 12<sup>th</sup> 10 am to 2 pm at the Civic Center. Hoping for 500 people to attend. Sampson County has an opioid problem.

**XII. Public Comment:**

No Public Comment.

**XIII. Adjournment:**

Motion made by Robert Butler to adjourn meeting, seconded by Paul Bradshaw. All in favor. Motion carried.

	8/20/18	Wanda Feland	8/20/18
Chairman	Date	Secretary	Date

# **Sampson County Child Fatality Prevention Team**

## **2017 Annual Report**

**County:** Sampson County Health Department  
**Contact Person:** Wanda Robinson, RN  
Health Director  
**Contact Number:** 910-592-1131, ext. 4971  
**Date of Report:** August 1, 2018

### **I. Introduction:**

Sampson County is required to establish and maintain a Child Fatality Prevention Team to review child fatalities in our community. The teams are established under North Carolina G.S. § 7B-1400 which states "...it is the intent of the General Assembly, through this article, to establish...local teams ... in G.S. § 7B-1406. The purpose of the system is to assess the records of ... all deaths of children in North Carolina from birth to age 18..." The purpose of the Child Fatality Prevention Team is to identify areas for improvement and to recommend changes that would promote the safety and well-being of children. The team was initiated in June 1995 and continues to meet on a bi-monthly basis. The team reviewed 8 child fatalities between January 1, 2017 and December 31<sup>st</sup>, 2017. This was a significant decrease from the previous year. Findings related to these fatalities and the recommendations are found within this report.

### **II. Team Activities and Recommendations:**

The team met on a bi-monthly schedule starting on January 1, 2017. The team, under the direction of the Sampson County Health Director and the Social Services Director and held joint meetings for the County Community Child Protection Team and the Child Fatality Prevention Team.

### **III. Sampson County Child Fatality Prevention Team Statistical Information:**

- A. Case Review Process. The purpose of the review is to adequately assess the circumstances surrounding the death of a child. This is done by examining information from agencies that had provided services to the families. The state legislature passed legislation authorizing access of local teams to all medical records, hospital records, and records

maintained by the state, any county or any local agency as necessary to fulfill the team's responsibility to review a child fatality (G.S. § 143-578).

Cases are identified and recommended for review by the state Child Fatality Prevention Team Coordinator. All team members are alerted and requested to bring information from their agencies to the team meetings. Other professionals known to have involvement with a family are also invited to the case review meeting. Members of the team are reminded and sign confidentiality statements concerning discussion of the cases. Circumstances surrounding the child's death and available information about the families are discussed. Family members are not contacted during this process. System changes are recommended as deficiencies are identified through case review.

B. Type and number of fatalities reviewed (CY-2017):

<u>Child Death by Cases</u> (Cause of Death)	<u># Reviewed</u>
<b>Birth Defects</b>	0
<b>Natural Conditions</b>	0
<b>Perinatal Conditions</b>	1
<b>Illnesses</b>	1
 <u>Unintentional Injuries</u>	
Homicide	1
Accidents	4
Other	1
<b>Total</b>	<b>8</b>

Child Death by Age

Infant	2
1-4	2
5-9	1
10-14	0
15-17	3
<b>Total</b>	<b>8</b>

IV. Analysis and Recommendations:

A. Trends Identified:

- The death rate decreased substantially for infants; the primary cause



was due to congenital birth defects.

- There are no reports of SIDS deaths for the past four years.
- Unintentional injuries increased due to accidents this year. Incidents for included deaths due to single car accidents, children in two collisions involving head on collisions, it is questionable if safety seats were used.

One accident was crushing head trauma due to machine equipment failure.

- There was one case of death due questionable Benadryl overdose.

#### B. Recommendations:

##### Accidents

- Need to develop and conduct public awareness on the importance of safe driving especially on the back roads of the county.
- Safe use of heavy equipment

##### Drug Overdose

- Public awareness on the usage of certain drugs for children under 2 years of age. Specify the dangers of using over the counter drugs and follow instructions for usage as described in the product label.
- Educate on the signs and symptoms of overdose for children
- Medication Safety for children

##### Car Seat Safety

- Investigate the availability of safety seats in the county.
- Develop listing of programs and guidelines for each agency.
- Education for community on the importance of car seats and how to access the system.
- Provide public awareness and education on the importance car seats by law enforcement, local agencies, providers, health department outreach services and health fairs.
- Review and seek legislature that impose tougher enforcement of laws and regulations for seat belts.
- Continue to stress the importance of safety belt or appropriate car seat safety for all age groups.

#### V. Training Needs Identified:

Training is always needed due to CFPT committee members and staff turnover. This will be an ongoing process.

#### VI. Conclusions:

The team will continue to review and effectively maintain a system's focus. The process has been effective and will continue to be evaluated to ensure quality

reviews. The is to continue to meet jointly with the Child Protection Prevention Team.

**Child Fatality Prevention Team  
Type and Number of Fatalities**

Type and Number of Fatalities Reviewed	CY-2017
<b>Birth Defects</b>	0
<b>Natural Conditions</b>	0
<b>Perinatal Conditions</b>	1
<b>Illnesses</b>	1
<b>Unintentional Injuries:</b>	
Accidents	4
Homicide	1
<b>Other</b>	1
<b>Total</b>	<b>8</b>

**Definitions:**

1. Perinatal Conditions: Preterm infant
2. Unintentional Injuries:
  - a. Motor Vehicle accident- Single car crash (16 year old), Car occupant in head on collision (5 year old), car crash-child (2 year old), contact with other machinery-crushing blunt force to the head (16 year old)
3. Homicide: Assault with firearm discharge
4. Other: Unspecified-(6 months) questionable Benadryl overdose



607 Beaman Street (28328), Post Office Drawer 260, Clinton, NC 28329-0260  
Telephone: (910) 592-8511, Fax (910) 590-2321

July 3, 2018

Board of Commissioners  
406 County Complex Road  
Clinton, NC 28328

Dear Commissioners:

Sampson Regional Medical Center is requesting your attendance at the Annual Board of Trustees meeting on Monday, September 24<sup>th</sup> at 6:00pm for approval of the 2019 capital and operating budget. Dinner will be served at the meeting.

Best regards,

A handwritten signature in blue ink, appearing to read 'Shawn Howerton', is written over the 'Best regards,' text.

Shawn Howerton, M.D.  
Chief Executive Officer

## PUBLIC COMMENT POLICIES AND PROCEDURES Revised June, 2018

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

**To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.**

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer) and then state his or her name, address and introduce the topic to be addressed.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given

priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.